857179

REAL ESTATE MORTGAGE (INDIANA INDIRECT-NOT FOR PURCHASE MONEY)

Calumet Hall Bosh f. 0 EN 69 Prind 46325

MORTGAGE DATE

5	_	7	-	86
MO		DAY		YEAF

MODEO LOGOVOL	711 111E DITTE 1101ED 71501	E, BY AND BETWEEN TH	E PARTIES LISTED E	ELOW,	
MORTGAGOR(S)		MORTGAG	EE		
NAME(S)		NAME(S)			
	•				
Hershell F. and I	ucille Huffine	Electr	onic Entertai	ment 1, Inc.	
ADDRESS	*	ADDRESS		 	<u> </u>
2912 E. 35th Ave.			roadway	Assat Corp. Depth as the track of	
CITY		CITY	_		
Lake Station		Merril	lville		
COUNTY	STATE	COUNTY		STATE	* · · · · · · · · .
Jake	Indiana	Lake		Indiana	
WITNESSETH:	11 - 1 - 1	· · · · · · · · · · · · · · · · · · ·		and a sure and the	
That whereas, in order to	evidence <u>their</u> ju	ist indebtedness to the Mortg		<u>urteen thousa</u>	* * * * * * * * * * * * * * * * * * * *
	and 68/100				dollars
(\$ 14,719.68) for credit extended by the Mort	gagee, the Mortgagor(s) exec	uted and delivered	their	certain
	even date, payable as thereby p				
	from valuation and appraismer		er maturity, until paid at	the rate stated in the F	letail Instalment
Contract of even date, said in	debtedness being payable as fo	llows:		e e e	
06	152 33	•	. 45		
In 96 install	ments of \$_153.33	oninniged	J U	ays after completion as	indicated
	ificate and continuing on the sar				4 5 5 5
Mow therefore the Mortes			ennaid and in nedactor o	active the prompt navm	
Now mereiore, me wortge	igor(s) in consideration of credit	concurrently extended as afo	resalo, and in order to s	-d	ent of said Retail
instalment Contract, and to b	etter insure the punctual and fail	thful performance of all and s	ingular the covenants a	nd agreements herein ι	indertaken to be
instalment Contract, and to b	etter insure the punctual and fair r(s), do(es) hereby MORTGAG	thful performance of all and s	ingular the covenants a	nd agreements herein ι	indertaken to be
Instalment Contract, and to b performed by the Morgago	etter insure the punctual and fair r(s), do(es) hereby MORTGAG	thful performance of all and s <u>BE</u> and <u>WARRANT</u> unto th	ingular the covenants a	nd agreements herein ι	indertaken to be
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together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereon, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, linterest, and estate of the Mortgagor(s), in and to said premises, hereby releasing and real rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

Lake Station, In.

46405

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

2912 E. 35th Ave.

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebted-

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Commonly Known As:

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ness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagoe to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, and to exercise due diligence in the operation, management and occupation of the mortgagod property and improvements thereon, and not to committee in the mortgagod property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or selzed, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

Before me, the undersigned, a Notary Public in and for said (the day and year first above written
State, on this 7th day of	(Seal)
// // / 19	8(o Morigagor)
11000110	Orchite William (Seal)
• • • • • • • • • • • • • • • • • • • •	
LUCIUE HUFFINE	Morigagor (Seal)
and acknowledged the execution of the above and foregoing Witness my Signature and Seal	mortgage(Seal)
an - I Sacker	Mortgagor
Notary Public	
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Timere mentals	•
77100	ASSIGNMENT OF MORTGAGE
	one, condition and transfer and
Avenue, Hammond, Indiana 46320.	iells, assigns and transfers the within MORTGAGE to Calumet National Bank, 5231 Hohman is
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi	is 12th day of May , 19 86 .
Avenue, Hammond, Indiana 46320.	Electronic Entertainment 1, Inc.
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi	Electronic Entertainment 1, Inc. By: Sec/Treas
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi ATTEST: By:	Electronic Entertainment 1, Inc.
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Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi ATTEST: By: STATE OF Indiana } SS Before me, a Notary Public, in and for said County and State.	Electronic Entertainment 1, Inc. Mortgage By: Delphine Szaller Title Lith day of May 19 86
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi ATTEST: By:	Electronic Entertainment 1, Inc. By: Delphine Szaller Title
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand thi ATTEST: By: STATE OF Indiana SS COUNTY OF Lake SS Before me, a Notary Public, in and for said County and State, personally appeared the above named Delphine and as	Electronic Entertainment 1, Inc. Mortgage By: Sec/Treas
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand this ATTEST: By: STATE OF	Electronic Entertainment 1, Inc. Mortgage By: Sec/Treas
Avenue, Hammond, Indiana 46320. IN WITNESS WHEREOF, I have hereunto set my hand this ATTEST: By: STATE OF	Electronic Entertainment 1, Inc. Mortgages By: Delphine Szaller Title Szaller as Secretary/Treasurer n/a of Electronic Entertainment 1 ng assignment.
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