

876367

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

Calumet Hill Bank  
P.O. Box 69  
Hind #6325

MORTGAGE DATE

9 - 12 - 86  
MO DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW.

MORTGAGOR(S) NAME(S) Jose E. Cruz and Evelyn Cruz Husband and Wife		MORTGAGEE NAME(S) First Metropolitan Builders of America, Inc.	
ADDRESS 2336 Durbin Street		ADDRESS 300 West Ridge Road	
CITY Gary,		CITY Gary	
COUNTY Lake	STATE Indiana	COUNTY Lake	STATE Indiana

WITNESSETH:

That whereas, in order to evidence their just indebtedness to the Mortgagee in the sum of Five Thousand one hundred fifty six and 16/100 dollars (\$ 5,156.16 ) for credit extended by the Mortgagee, the Mortgagor(s) executed and delivered their certain Retail Instalment Contract of even date, payable as thereby provided to the order of the Mortgagee in lawful money of the United States of America, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid at the rate stated in the Retail Instalment Contract of even date, said indebtedness being payable as follows:

In 48 instalments of \$ 107.42 beginning forty-five days after completion as indicated on the completion certificate and continuing on the same day of each successive month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of credit concurrently extended as aforesaid, and in order to secure the prompt payment of said Retail Instalment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, all and singular

the real estate situate, lying and being in the County of Lake State of Indiana, known and described as follows, to-wit:

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot ten (10), Block three (3), in Midway Gardens Second Addition, as per plat thereof, recorded in Plat Book Twenty seven (27), page thirty-nine (39), in the office of the Recorder of Lake County, Indiana

STATE OF INDIANA  
CLAY COUNTY  
RECORDER  
SEP 12 11 30 AM '86

Commonly known as: 2336 Durbin Street, Gary, Indiana

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, 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, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal 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.

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

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-

FOR  
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ness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee 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 mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged 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 seized, 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.

STATE OF Indiana )  
 COUNTY OF Lake ) SS:  
 Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of September 19 86  
 personally appeared Jose E. Cruz and Evelyn Cruz Husband and Wife  
 and acknowledged the execution of the above and foregoing mortgage.  
 Witness my Signature and Seal  
 My Commission Expires  
 Notary Public Donna M. Pearson  
Lake County Resident 9-12-90

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written  
 Mortgagor Jose E. Cruz (Seal)  
 Mortgagor Evelyn Cruz (Seal)  
 Mortgagor \_\_\_\_\_ (Seal)  
 Mortgagor \_\_\_\_\_ (Seal)

ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within MORTGAGE to Calumet National Bank, 5231 Hohman Avenue, Hammond, Indiana 46320.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 19 86

ATTEST:

First Metropolitan Builders of America, Inc.  
 Mortgagor  
 By Allan Fefferman President  
 Title

STATE OF Indiana )  
 COUNTY OF Lake ) SS:

Before me, a Notary Public, in and for said County and State, this 17th day of September, 19 86

personally appeared the above named Allan Fefferman as President  
 and n/a as n/a of First Metropolitan Builders of America, Inc.  
 to me well known, and acknowledged the above and foregoing assignment.

WITNESS my hand and notarial seal this 12th day of September, 19 86

DELIVER

CALUMET NATIONAL BANK  
 P. O. BOX 69  
 HAMMOND, IN 46325  
 INSTALMENT LOAN DEPT.

Notary Public Donna M. Pearson  
 My Commission Expires: 9-12-90  
Lake County Resident

THIS INSTRUMENT PREPARED BY: THOMAS R. MALLETT, ASSISTANT CASHIER

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