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estate Valasco Jr.

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# 993281 REAL ESTATE MORTGAGE

**This indenture witnesseth that** Chester L. Lyerla and Theresa Marie Lyerla  
Husband and Wife

of Lake County, Indiana as **MORTGAGOR**,

**Mortgages and warrants to** Louis R. Samaniego and Mary Jane Samaniego  
Husband and Wife

of Porter County, Indiana, as **MORTGAGEE**,

the following real estate in [redacted] Lake County  
State of Indiana, to wit:

Lot 6 in Block 2 in the resubdivision of Sunshine Addition to Hammond, as per Plat of said resubdivision, recorded in Plat Book 28, Page 31, in the Office of the Recorder of Lake County, Indiana. Subject to:

1. All real estate taxes for the year 1987 payable in 1988.
2. All real estate taxes for the year 1988 payable in 1989.
3. Any and all liens, restrictions, covenants, encumbrances and easements of record.
4. To a certain mortgage in favor of Whitcomb and Keller Mortgage Co. Inc., dated February 15, 1978, and recorded February 17, 1978, in Instrument No. 454387, and assigned to the Milliken Mortgage Company by assignment dated March 18, 1981 and recorded May 19, 1981 in Instrument No. 628848, the same which Chester L. Lyerla and Theresa Marie Lyerla, husband and wife, agree to assume and pay in accordance with the terms thereof.

LILLIAN A. BLASTICK  
 COUNTY CLERK  
 LAKE COUNTY, INDIANA  
 AUG 19 1 59 PM '88  
 FILED FOR RECORD  
 CROWN 1501 E. IRLAND AVE. #5307M  
 LAKE COUNTY, INDIANA

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

**A \$4,000.00 Promissory Note**

with interest at the rate of 13 per cent per annum computed monthly during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of eight per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisalment Laws, and with attorney's fees:

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

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2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

State of Indiana, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 10<sup>th</sup> day of August 1988 personally appeared:

Chester L. Lyerla  
Theresa Marie Lyerla

Dated this 10<sup>th</sup> day of August 19 88

*Chester L. Lyerla* Seal  
Chester L. Lyerla

*Theresa Marie Lyerla* Seal  
Theresa Marie Lyerla

\_\_\_\_\_ Seal

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And acknowledged the execution of the foregoing mortgage. In witness where, I have hereunto subscribed my name and affixed my official seal. My commission expires August 20 19 89

*Eugenio Velazco, Jr.*  
Eugenio Velazco, Jr. Notary Public

This instrument prepared by Eugene M. Velazco, Attorney at Law

7101 Broadway  
Merrillville, Indiana 46410

Mail to: