

083088

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That STANLEY KUREK, A WIDOWER

of 7030 W 23rd AVE, GARY, LAKE County, in the State of Indiana, hereinafter called the

Mortgagor, MORTGAGE AND WARRANT TO MELLON FINANCIAL SERVICES CORPORATION

whose address is 18139 TORRENCE AVE, LANSING, COOK

ILLINOIS
County ~~Madison~~

hereinafter called Mortgagee, the following described real estate in the County of LAKE
in the State of Indiana, to-wit:

THE WEST HALF OF LOT THIRTEEN (13), BLOCK (4), A.A. LEWIS AND CO S CALUMET HOME GARDENS FIRST ADDITION, AS SHOWN IN PLAT BOOK 23, PAGE 4, IN LAKE COUNTY, INDIANA.

PERMANENT PARCEL #41-49-217-26

ADDRESS: 7030 W 23rd AVE
GARY, IN, 46406



STATE OF INDIANA/S. NO.
LAKE COUNTY
FILED FOR RECORD
FEB 6 11 59 AM '90
ROBERT WOODS FREELAND
RECORDER

together with all buildings, improvements, plumbing, heating or lighting fixtures, or appurtenances now or hereafter situated thereon, and the rents, issues and profits thereof, to secure the repayment of a loan made by mortgagee to the mortgagor as evidenced by promissory note of even date herewith in the principal sum of SIX THOUSAND

NINETY NINE AND 75/100

Dollars (\$ 6099.75) payable in 48 monthly instalments beginning MARCH 9, 1990

and having a final maturity date of FEBRUARY 9, 1994

Mortgagor covenants that it is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the real estate, that the real estate is unencumbered except for none

and that mortgagor will warrant and defend generally the title to the real estate against all claims and demands.

This Mortgage secures, in addition to the repayment of the above referenced promissory note, all extensions and renewals thereof and performance of all terms and conditions thereof, the performance by mortgagor of all covenants contained herein and all advances permitted to be made by mortgagee hereunder.

The mortgagor covenants and agrees with the mortgagee that mortgagor will: (1) pay said promissory note according to its terms; (2) keep the improvements on said property insured in an amount satisfactory to mortgagee and insured by a company satisfactory to mortgagee against loss by fire, windstorm and such other casualties as mortgagee may require, with proceeds of loss payable to mortgagee as its interest may appear; (3) maintain said real estate in its present condition of repair, normal and ordinary depreciation alone excepted, and not commit or suffer waste to be committed thereon; (4) pay all taxes and assessments levied or assessed against said real estate; (5) use said property only for lawful purposes and abide by all laws, ordinances and regulations applicable thereto; (6) abide by and perform each agreement and covenant set forth in the promissory note secured by this Mortgage and abide by and perform each and every covenant mortgagor has made in the prior mortgage or deed of trust set forth herein. If the mortgagor fails or neglects to pay any claim, lien or encumbrance, or the taxes, tax title or claim, and assessments levied or assessed against the mortgaged real estate, or to maintain insurance on the mortgaged property, or fails to abide by and perform each and every covenant of mortgagor in the prior mortgage or deed of trust set forth herein, then in any such event the mortgagee at its option may pay any such taxes and assessments and may obtain and pay for such insurance, or make advances for repairs necessary to maintain the improvements covered by this mortgage or pay such prior mortgagee or beneficiary of such prior deed of trust, and all sums so paid shall become a part of the indebtedness secured hereby and shall be due and payable forthwith by the mortgagor to the mortgagee without notice or demand, with interest at the highest lawful rate.

5.30
Pd by
ck

THE MORTGAGOR DOES HEREBY COVENANT AND FURTHER AGREE:

(1) That any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this Mortgage losing its priority over any such junior lien.

(2) That in the event the real estate or any part thereof are taken under the power of eminent domain, mortgagor agrees to pay, at mortgagee's option, the unpaid balance of the promissory note and all other obligations secured hereby.

(3) If foreclosure proceedings of any junior mortgage or junior trust deed or any junior lien of any kind should be instituted, the mortgagee may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the real estate.

(4) In the event of the sale, conveyance or transfer of the above described real estate, or any part thereof, by deed, conditional sales contract or otherwise, the entire balance owing under this Mortgage and the promissory note shall, at the option of the mortgagee and without notice, become due and payable immediately.

(5) Mortgagor hereby specifically waives any statutory exemption to which mortgagor may be entitled, as well as all right of valuation and appraisal.

(6) The failure of mortgagor to perform or comply with any representation, covenant or agreement contained herein, shall at once, without notice or any further demand, make the unpaid balance due under the promissory note and all other obligations hereby secured due and payable by mortgagor to mortgagee, and in the event such obligations are not paid in full by mortgagor, this Mortgage may be foreclosed as provided by law. In any such foreclosure, mortgagor agrees that a receiver may be appointed to collect the rents and profits of the real estate and to preserve the security. If the amount obtained by mortgagee in foreclosure is not sufficient to satisfy all obligations of mortgagor hereunder, mortgagor shall continue to be liable for the payment of the amounts still owing under all of such obligations.



Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

IN WITNESS WHEREOF, The said mortgagor has hereunto set his hand and seal this 5 day of February, 1990.

Stanley Kurek (SEAL)
STANLEY KUREK (SEAL)
____ (SEAL)
____ (SEAL)

ILLINOIS
STATE OF ~~INDIANA~~
COUNTY OF COOK

ss:

Before me, the undersigned, a Notary Public within and for said County and State, on this 5th day of February, 1990, personally appeared Stanley Kurek, A Widower and acknowledged the execution of the foregoing Mortgage.

Witness my hand and notarial seal the day and year last above written.

My Commission expires: 8-20-90

Judith Tully
NOTARY PUBLIC

This Mortgage Prepared By:
JUDITH TULLY

