REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that		LAWRENCE E	BASISTA	AND MARY	ANN BASIS	ra, husbar	ND
AND WIFE	T			·-····································		·	* *
ofLAKE	County,IN	DIANA , herei	nafter referred	to as "Mortgage	ors," MORTGAG	E AND WARR	ANT to
the SECURITY FEDERAL SAVING	S AND LOAN ASS	OCIATION OF LA	KE COUNTY,	a corporation or	ganized under t	he laws of the	United
States, hereinafter referred to as							, to-wit:
Lot 4, Sout County, Ind	/	wetulla roff			in La ke		IND
/						77 F	Ę
	This Docu					FEB 13 ROBERT	
together with all the buildings and tus, motors, boilers, furnaces, rand or distributing heat, refrigeration, floor coverings, now in or which with all the estate, right, title and hereby assigned, transferred and become due under or by virtue of part or parts thereof, which may the Mortgagee of all such leases and payment of all costs and expense hereby or incurred hereunder; toging or in any wise pertaining the income and profits of said mortga	d improvements now ges, refrigerators, and light, water, air, po hereafter may be plot interest of said Moi set over unto the Mi any lease whether have been heretofore agreements and all set of acting under signet, all fixtures and	d all apparatus a ower or otherwise aced in any build atgagor in and to ortgagee, includin written or verbal , or may be here being the intentic the assignment, a hts, privileges, in	ted thereon, inc nd fixtures of e , including scre- ing or improve said property, g all the rents, or day agreer after made or on hereby to e ader, and such nd second, to the lerosis, easeme!	cluding all gas overy kind, wheteens, window shoment now or hand the rents, issues and pronent for the use agreed to, or wistablish an abstrents, issues and payment of ants, herediments	her used for the trades, storm doo ereafter upon so issues and profits now due or or or occupancy of hich may be modute transfer a d profits shall the profits shall the profits and apputtenary and apputtenary and apputtenary to the trade of the transfer and apputtenary and apputtenary the trade of the trade of the transfer and apputtenary and apputtenary and apputtenary does not apput the trade of trade of the trade of tr	rest plumbing a purpose of sur its thereof whi which may he said property, ide and agreed and assignment be applied first then due and stees thereunto	pplying vs. and ogether ich are orealter or any it to by to the secured belong-
This mortgage is given to	secure the performan			the payment of D THIRTY F			
NO/100	rewith for the princip	pal sum of(\$	135,000 N/A	/		llars, executed	
Mortgagors and payable to the or	der of the Mortgages THREE	on or before	,		3 ,		
interest thereon as provided in sai		and interest being	ng payable at t	the office of the	Mongagee in the	nonths after date city of East Cl	e, with hicago,
Indiana, interest to be paid semi-		day	ol		and	· · · · · · · · · · · · · · · · · · ·	
of each year, beginning the order of Mortgagee, all withou	t relief from valuatio	n and appraiseme	of which indeb ent laws and v	itedness the Mor with attomey's i	igagors promise lees.	and agree to	pay to
The Mortgagors do hereby	further covenant and	d agree as follow	/s:				
1. That the Mortgagors wi and pay all premiums for keeping insurers and in such amounts and	all insurable propert	ly covered hereby	, insured again	ist loss and dam	age by fire and		

The Mortgagee may, in case of failure of the Mortgagors so to do, pay any claim, lien or encumbrance, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain complete abstracts of title or title guaranty policies for said estate and such continuations thereof as in the judgment of the Mortgagee may be required at any time while any part of the debt hereby secured remains unpaid; and all sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of fifteen percent (15%) per annum until paid.

CHICAGO TITLE INSURANCE COMPANY

- 2. To exercise due diligence in the operation, management and occupation of said real estate and the improvement thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.
- 3. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property or if a petition in bankruptcy shall be filed by or against the Mortgagors, or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the lien of the mortgage, or if said mortgaged premises shall be levied upon by virtue of any execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any Court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagee shall be entitled

to the immediate possession of said property and the rents, issues, income and profits therefrom with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgage in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage, in any writ or proceedings to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a Receiver to take possession of said property and protect said property and collect the rents and income and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstract of title or title guaranty policy as the case may be shall be the absolute property of the Mortgagee.

- 4. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other subsequent defaults or breach 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 the Mortgagee may enlarge any one or more remedies hereunder successively or concurrently at its option.
- 5. The Mortgagee, at its option, may extend the time for the payment of said indebtedness or reduce the payments thereon, or accept a renewal note or notes therefore, without the consent of any junior lien holder, and without consent of the Mortgagors if the Mortgagors have parted with the title to said property and any such extension, reduction or tenewal shall not release the Mortgagors or any endorser or quaranter from liability for such indebtedness, or affect the priority of this mortgage over the junior lien or impair the security hereof in any manner whatsoever.
- 6. This mortgage shall secure the payment of any additional notes or loans made by the Mortgages to the Mortgages at any time hereafter for the purpose of paying taxes, insurance premiums, making reports or alterations, or any other purpose within the discretion of the Mortgages, provided only, that the aggregate of the principal amount of the indebtedness secured hereby shall at no time exceed the original amount thereof.
- 7. All rights and obligations hereunder shall extend to and be binding upon the soveral heirs, executors, administrators, successors and assigns of the parties hereto.

and assigns of the parties,	
IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 6th	_ day of
February 19 90.	
LAVRENCE E. BASISTA (SEAL) Mary ann Basista	_ (SEAL)
(SEAL)	_ (SEAL)
INDIANA	
STATE OFIndiana, ss:	
Before me, the undersigned, a Notary Public in and for said County and State, this	_ day of
February 19 90 personally oppeared LAWRENCE E. BASISTA AND	<u>) </u>
MARY ANN BASISTA, HUSBAND AND WIFE	
and the same of th	
and acknowledged the execution of the foregoing Mortgage. I hereby certify that I am not an officer of the Mortgagee.	
Witness my Hand: and Notarial Seal.	
Notary Public Milma Jean Carter	
My Commission Expires: 9/17/92	
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Resident of Lake County