

092819

REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH, That James Turturillo and Marcia L. Turturillo
Husband and Wife

of 683 Eastwood Drive, Lowell, 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 County, ~~Indiana~~ Illinois

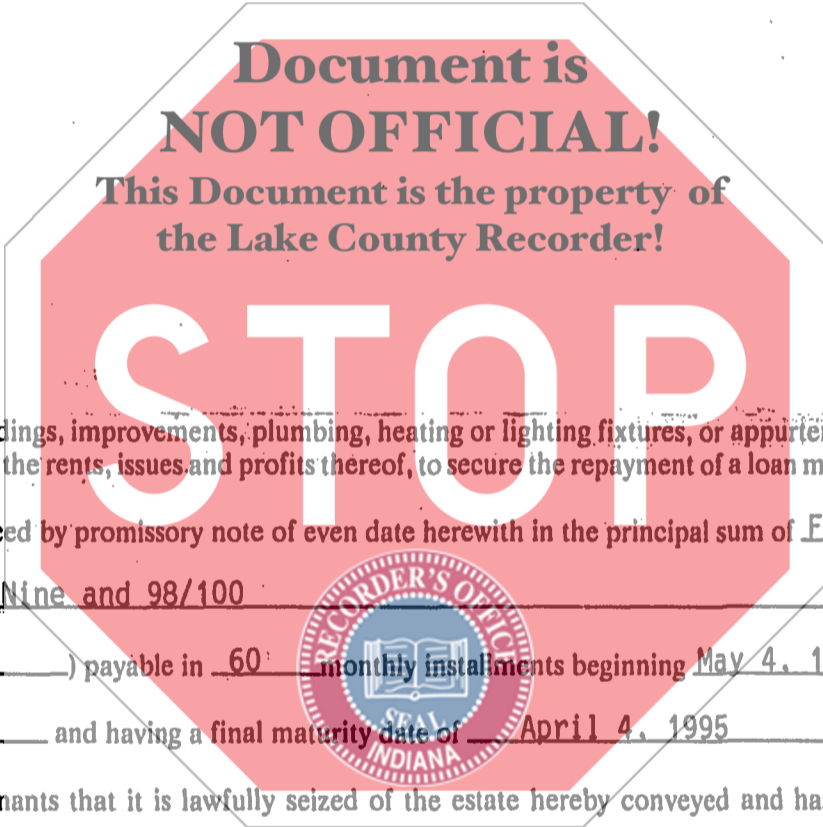
hereinafter called Mortgagee, the following described real estate in the County of Lake
in the State of Indiana, to-wit:

LOT 72 IN WOODLAND MANOR UNIT 1, TO THE TOWN OF LOWELL, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 41, PAGE 58 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA.

PERMANENT PARCEL #17-04-0076-0038

Address of: 683 Eastwood Drive
Lowell, IN, 46356

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
APR 3 10 43 AM '90
ROBERT "BOB" 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 Five Thousand Nine
Hundred Ninety Nine and 98/100

Dollars (\$ 5999.98) payable in 60 monthly installments beginning May 4, 1990
and having a final maturity date of April 4, 1995

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 Farmers Home Administration
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.

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JCH

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 their hand and seal this 30

day of March, 19 90.

STOP



JAMES TURTURILLO (SEAL)
Marcia L. Turturillo (SEAL)
MARCIA L. TURTURILLO (SEAL)

STATE OF ILLINOIS

SS:

COUNTY OF Cook

Before me, the undersigned, a Notary Public within and for said County and State, on this 30

day of March, 19 90, personally appeared James Turturillo and

Marcia L. Turturillo, Husband and Wife and acknowledged the execution of the foregoing Mortgage.

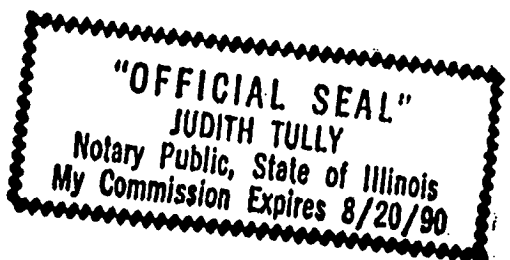
Witness my hand and notarial seal the day and year last above written.

My Commission expires: 8-20-90

Judith Tully
NOTARY PUBLIC

This Mortgage Prepared By:

Judith Tully



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, mortgagee 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) Mortgagee hereby specifically waives any statutory exemption to which mortgagee may be entitled, as well as all right of valuation and appraisal.

(6) The failure of mortgagee 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 mortgagee to mortgagee, and in the event such obligations are not paid in full by mortgagee, this Mortgage may be foreclosed as provided by law. In any such foreclosure, mortgagee 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 mortgagee hereunder, mortgagee shall continue to be liable for the payment of the amounts still owing under all of such obligations.

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IN WITNESS WHEREOF, The said mortgagee has hereunto set their hand and seal this 30

day of March, 19 90.

STOP (Large watermark text)

James Turturillo (Signature)

JAMES TURTURILLO (SEAL)

Marcia L. Turturillo (Signature)

MARCIA L. TURTURILLO (SEAL)



STATE OF ILLINOIS

COUNTY OF Cook

ss:

Before me, the undersigned, a Notary Public within and for said County and State, on this 30 day of March, 19 90, personally appeared James Turturillo and Marcia L. Turturillo, Husband and Wife 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 (Signature) NOTARY PUBLIC

This Mortgage Prepared By: Judith Tully

