

100705

REAL ESTATE MORTGAGE

This indenture witnesseth that FRANK A. MATOLCSY and CHRISTINA A. MATOLCSY

of Lake County, Indiana as MORTGAGORS,
Mortgage and warrant to CASS CASMIR, JR.

of Lake County, Indiana Indiana, as MORTGAGEE,

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

Lots 19 and 20, Block 3, Homewood Addition to the City
of Hammond, as shown in Plat Book 2, Page 29, in Lake
County, Indiana.

Commonly known as: 35 Mason Street, Hammond, 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:

Ten Thousand and 00/100 Dollars (\$10,000.00) payable at \$160.90
per month, amortized over seven (7) years with a five (5) year
balloon, beginning May 15, 1990 and each month thereafter.

with interest at the rate of 9% per cent per annum computed
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 twelve 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 Appraisement 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;

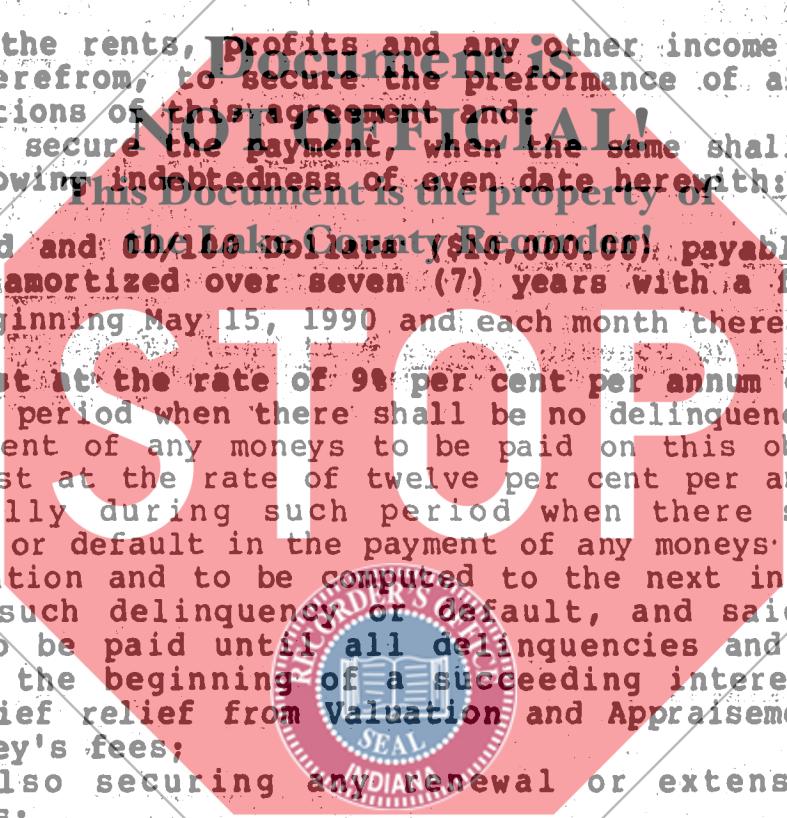
Mortgagors further covenant and agree as follows:

1. To pay all real estate taxes and assessments when same
shall become due and provide Mortgagee with proof of payment
thereon.

2. 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.

STATE OF INDIANA, S. MC.
LAKE COUNTY
FILED FOR RECORD

MAY 16 10 18 AM '90
ROBERT J. ROBERTSON
CLERK



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3. 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 good condition and repair, normal and ordinary depreciation excepted; Mortgagors 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.

4. 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.

5. 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.

6. 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 to the extent of the indebtedness herein.

7. 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.

8. 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.

9. 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 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.

10. 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 Mortgagors or successors in ownership.

11. Additional Covenants:

- a. That the Mortgagors shall pay to Mortgagee a late fee of \$25.00 for any payment made seven (7) days after same is due.

State of Indiana
County of Lake

SS:

) Dated this 6th day of April 1990

Before me, the undersigned, a
Notary Public in and for said
County and State, this 6th
day of April, 1990
personally appeared:

Frank N. Matolcsy
Christina A. Matolcsy

and acknowledged the execution
of the foregoing mortgage. In
witness whereof, I have here-
unto subscribed my name and
affixed my official seal. My
Commission expires
1990

John A. Demato
Notary Public
Resident of *Lake* County

)
)
) *Frank M. Matolcsy* Seal
) FRANK N. MATOLCSY
) *Christina A. Matolcsy* Seal
) CHRISTINA A. MATOLCSY
) _____ Seal

) _____ Seal
) _____ Seal
) _____ Seal



This instrument prepared by JOHN A. DEMATO AND ASSOCIATES, P.C.,
5259 Hohman Avenue, Hammond, Indiana 46320 (219) 931-8114

Mail to: JOHN A. DEMATO AND ASSOCIATES, P.C., 5259 Hohman Avenue,
Hammond, Indiana 46320 (219) 931-8114

P R O M I S S O R Y N O T E
Secured by Real Estate Mortgage

\$10,000.00

Hammond, Indiana April 6, 1990,

I promise to pay to the order of CASS CASMIR, JR.

the sum of Ten Thousand and 00/100 Dollars

as follows: \$160.90 per month amortized over seven (7) years at 9% interest per annum with five (5) year balloon.

payable at 6422 Forest Avenue, Hammond, Indiana

With interest at the rate of 9% per cent per annum computed 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, 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 attorneys's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installation payments hereinabove provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding interest period.

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

The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.

Frank M. Matolcsy
FRANK M. MATOLCSY
Christina A. Matolcsy
CHRISTINA A. MATOLCSY

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