

139298

Real Estate Mortgage

PLEASE RETURN TO

American Trust & Savings Bank

THIS INDENTURE WITNESSETH: That **Haviar Brothers, Inc., Joseph J. Haviar,** Vice-President

WHITING, INDIANA

of **Lake** County, State of Indiana, whether one or more herein called Mortgagor, mortgage and warrant to American Trust and Savings Bank, Whiting, Indiana; an Indiana Banking Corporation, hereafter called the Mortgagee, the following described real estate in **Lake** County, State of Indiana, to-wit:

Lot 171, Country Hills Estates, Unit 6, Town of Schererville, as recorded in Plat Book 68, Page 66, in the Office of the Recorder of Lake County, Indiana

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TICOR TITLE INSURANCE CO.
CROWN POINT, INDIANA
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DEC 19 8 47 AM '90
ROSE RECORDER

together with the hereditaments and appurtenances thereto appertaining, and together with all improvements and buildings now or hereafter erected or placed on said land, and together with all easements, rights, and privileges appertaining to said land, and together with all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, buildings, or improvements, including but not by way of limitation all heating, plumbing, and electrical fixtures, heat regulations, hot water heaters, oil burners, stokers, furnaces, air conditioning apparatus, window shades, awnings, storm and screen sashes and doors.

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TO SECURE THE PAYMENT of the principal sum of **Twenty-Five Thousand Four Hundred Twenty-Five Dollars and no/100--**

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and interest, evidenced by Mortgagor's one promissory note, dated **December 12, 1990**, in said principal amount, payable according to its terms at the office of American Trust and Savings Bank, in Whiting, Indiana or at such other place as the legal holder thereof may from time to time direct, with final installment payable on the **12th**

day of **December**, **1992**, and likewise to secure the performance by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions herein set forth.

The mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

1. Mortgagor agrees to deliver to the Mortgagee a satisfactory title insurance policy or abstract of title showing merchantable title to the property in the Mortgagor.
2. Mortgagor agrees to suffer or permit no liens of mechanics or materialmen to attach to said premises; and to comply with all laws, ordinances, and rulings of any governmental agency relating to said premises.
3. That until all sums secured hereby are paid, in full Mortgagor will keep the buildings and fixtures constantly insured against loss by fire and such other hazards and contingencies as Mortgagee may require from time to time. The policies of such insurance shall be deposited with the Mortgagee, and shall contain satisfactory mortgage clause making such policies payable to the Mortgagee in case of loss, and shall otherwise be in such form and amounts and issued by companies acceptable to the Mortgagee. In the Mortgagee shall carry more insurance than is required by the Mortgagee, such insurance shall be made payable to the Mortgagee as above specified, and the policies of such additional insurance shall likewise be deposited with the Mortgagee. The Mortgagee may collect the proceeds of any insurance which may become due, and at its option, after deducting the expenses of such collection, may apply the balance to one or both of the following: (a) to a partial or total restoration of the buildings; (b) to the payment of principal, whether then matured or not in the inverse order of its maturity.
4. That the Mortgagor will pay all taxes, assessments, and charges which are or may be levied against the premises or any part thereof before the same become delinquent, and shall deliver to the Mortgagee satisfactory evidence of such payment; in addition the Mortgagor will pay all taxes which may be levied upon the Mortgagee's interest in the said real estate and improvements, and which may be levied upon this mortgage of the indebtedness secured thereby (but only to the extent that such is not prohibited by law and only to the extent that such will not make this loan usurious), but excluding any income tax, State or Federal, imposed upon the Mortgagee. Upon violation of this undertaking or the passage after the date of this instrument of a law in the State of Indiana imposing payment of the whole or any portion of the taxes aforesaid upon the Mortgagee, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for State or local purposes, then and in such event the debt hereby secured, without any deduction, shall at the option of the Mortgagee become immediately due and payable, notwithstanding anything contained in this mortgage or in any law hereafter enacted.
5. If requested by the Mortgagee, the Mortgagor, together with and in addition to the monthly or other periodical payments of principal and interest required under the terms of the note secured hereby, will deposit with the Mortgagee proportionate installments of a sum sufficient to place funds in the hands of the Mortgagee with which to pay taxes, assessments, and charges levied against the premises as the same shall become due, and to pay renewal premiums on fire and other hazard insurance, which sums so deposited shall be held by the Mortgagee and shall be applied to the payment of taxes, assessments, charges, and insurance premiums, if at any time the funds so held by the Mortgagee are insufficient to pay any such taxes, assessments, charges, or insurance premiums when the same shall become due and payable, the Mortgagor shall immediately upon notice deposit with the Mortgagee the amount of such deficiency. In the event of default of any of the provisions of the mortgage, the Mortgagee may at its option apply any money held by it for the payment of taxes, assessments, charges, or insurance premiums on any of the mortgage obligations, and in such order, and manner, as it may elect.
6. That until all sums hereunder are fully paid, the Mortgagor will keep the premises in as good condition and repair as they now are; will not sell, mortgage, sever, or remove any fixtures or appliances on, in, or about the buildings; will not procure or permit the removal, demolition, or material alteration of any buildings now on the land, without the consent of the Mortgagee; will not permit or commit any waste on the premises; and will permit the Mortgagee or its agent at all reasonable times to enter, pass through, or over the premises for the purpose of inspecting the same to ascertain whether compliance is being made of the conditions and provisions hereof.
7. The Mortgagee at its option may make any payment necessary to remove or extinguish any outstanding title, lien, or encumbrance on the premises, and may pay any unpaid taxes or assessments charged against the property, before or after delinquency, with penalties, interest, and costs, and may insure said property and pay for such insurance; if default be made in the covenants to insure; and any sum or sums so paid shall become a lien upon the above described property, and shall be secured by this mortgage and may be recovered with interest at the rate of eight percent (8%) per annum.
8. The Mortgagee without notice may release any part of the security described herein or any person liable for the indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time of payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof but shall extend the lien hereof as against the title of all parties having any interest in said security, which interest is subject to said lien.
9. That the Mortgagor will, on demand, reimburse Mortgagee for any expense, including Attorney's fees, incurred in connection with any suit or proceedings to which the Mortgagee may be made a party by reason of this mortgage; and the sum of such expense shall become a part of the debt secured hereby, and shall bear interest at the rate of eight percent (8%) per annum.
10. That the making of any payment by the Mortgagee for any of the purposes herein permitted shall in no event be construed as a waiver of any breach of covenant committed. Failure of the Mortgagee to declare the entire indebtedness due on breach of any covenant shall not bar or abridge Mortgagee's right to exercise such option at any time thereafter or on any subsequent default.
11. That if the principal or interest on the note herein described or any part of the indebtedness secured by this mortgage or interest thereon, be not paid when due, or if default be made in the full and prompt performance of any covenant or agreement herein contained, or if any proceedings be instituted which might result to the detriment of the use and enjoyment of the said property; or if the Mortgagor shall make an assignment for the benefit of his creditors, or if a receiver be appointed for the Mortgagor or his property, or if the Mortgagor files any petition or institutes any proceedings under the National Bankruptcy Act, then on the happening of any one or more of such events, the whole indebtedness secured hereby shall at the option of the Mortgagee become immediately due and payable, all without any notice or demand whatsoever.
12. Mortgagor agrees that in event of foreclosure he will pay as a part of the mortgage debt a reasonable attorney fee for Mortgagee's attorney and also expenses of title search and abstracting necessary for such foreclosure; and that on suit being filed the court shall at once without notice appoint a receiver to take charge of the mortgaged property.

B. B.

14. The mortgagors herein understand that one of the reasons that they were able to secure this mortgage was because of their ability to repay the loan, and this mortgage, and it is expressed, covenanted and agreed with the mortgagee that in the case of a sale or transfer by the mortgagors or their successors in title of the premises hereby mortgaged, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable, and the mortgagee shall have the right to foreclose this mortgage. Anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

15. Upon default by mortgagor in his covenants hereunder this mortgage shall be construed to embrace an assignment to mortgagee of all rents, profits and issues arising from the mortgaged premises and mortgagee shall be entitled to collect the same and to deduct its reasonable charges for its services in so doing, and to apply the balance thereof, upon the obligations secured hereby. Upon the commencement of any action to foreclose this mortgage, mortgagee shall be entitled to the appointment of a receiver to collect said rents and make proper application of the same, and the right to such appointment shall in no manner be dependent upon the solvency or insolvency of any person liable hereon or upon the then value of the mortgaged premises.

16. The covenants, agreements, and conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used; the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal this 12th day of December, A.D. 1990

Seal
Seal
Seal

Haviar Brothers, Inc.
Seal Joseph J. Haviar Vice Pres.
Seal Joseph J. Haviar, Vice-President
Seal

STATE OF Indiana
COUNTY OF Lake) ss:



Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of December, 1990, came Joseph H. Haviar, Vice-President of Haviar Brothers, Inc.

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal:
My Commission Expires 2-25-92

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Notary, Public.

"This instrument prepared by Philip J. Grenchik, President"

STATE OF
COUNTY OF

On this _____ day of _____, 19____, personally appeared before me, a Notary Public in and for said County and State, _____ and _____, respectively, _____ president and _____ secretary of _____



who acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal.

Notary, Public.

My Commission Expires _____

MORTGAGE - INDIANA
No. _____
FIRST MORTGAGE ON REAL ESTATE
From _____
To _____