

91009466

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Janice G. Smith of 7144 Maplewood Avenue, Hammond, Lake County, Indiana, as Mortgagor,

MORTGAGES AND WARRANTS to Eva G. Calder and Doris V. Schueneman of 4827 Hickory, Hammond, Lake County, Indiana, the following real estate in Lake County, Indiana, to wit:

Lot 1 and the North ten feet of Lot 2 in Block 2 in Edison Addition to the City of Hammond as per plat thereof recorded in Plat Book 30, page 89, in the Office of the Recorder of Lake County, Indiana

Key No: 33-231-1

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

To secure the payment when the same becomes due of the Note for Two Thousand (\$2,000.00) Dollars, payable as therein set out, with interest at the rate of Eight Percent (8%) per annum after maturity, all without relief from valuation and appraisement laws, and with attorney's fees.

MORTGAGOR, further covenants and agrees as follows:

1. To keep all buildings on said premises insured against loss or damage by fire, windstorm and extended coverage in the amount of the unpaid balance of this Mortgage with loss payable to Mortgagor.

2. To keep the premises in their present condition excepting normal wear and tear; Mortgagor to have the right to inspect at reasonable times.

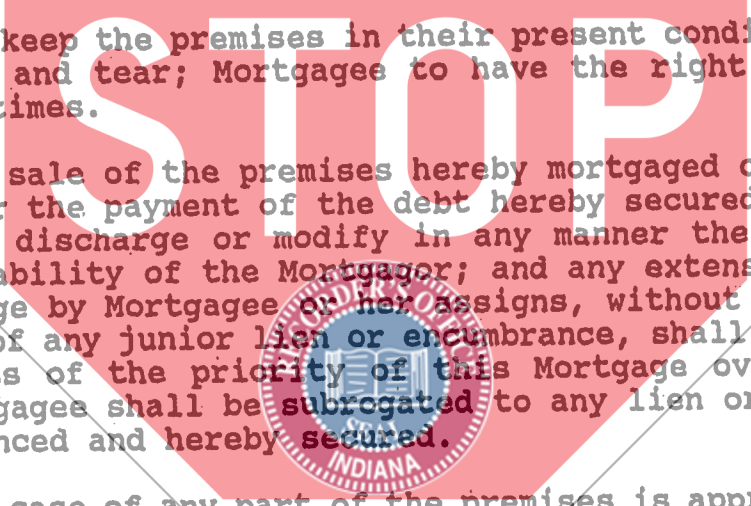
3. No sale of the premises hereby mortgaged or extension of the time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this Mortgage by Mortgagee or her assigns, without 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 monies advanced and hereby secured.

4. In case of 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 the Mortgagor.

5. 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.

6. 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

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STATE OF INDIANA S.S. FILED L.A.C. REC'D 11 30 AM '01

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of Title to the said real estate, together with interest thereon at the rate of Eight Percent (8%) 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.

7. In the event of such foreclosure, the Mortgagee or her assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the 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.

8. 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 or Mortgagors or successors in ownership.

IN WITNESS WHEREOF, the undersigned has set her hand and seal, this 28<sup>th</sup> day of February, 1991.

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STATE OF INDIANA )  
COUNTY OF LAKE )

SS:

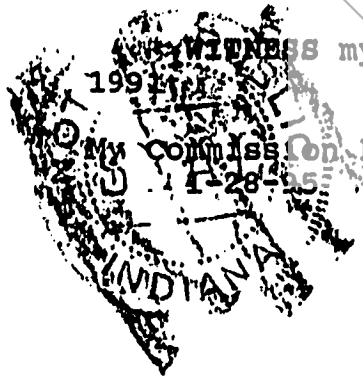
Before me, the undersigned, a Notary Public, in and for said County and said State this 28<sup>th</sup> day of February, 1991 personally appeared JANICE G. SMITH and acknowledged the execution of the foregoing Real Estate Mortgage as her free and voluntary act and deed.

WITNESS my hand and Notary Seal, this 28<sup>th</sup> day of February, 1991.

My Commission Expires: 1-28-95



Joyce G. Pierson  
JOYCE G. PIERSON, Notary Public  
Resident of Lake County, Indiana



INSTRUMENT PREPARED BY: Martell B. Royer, Attorney at Law  
6604 Kennedy Avenue, P.O. Box 2220,  
Hammond, IN 46323