

2753 Madison St.

THIS INDENTURE WITNESSETH, That WARREN BROWN and GARY DAVIS of Lake County, in the State of Indiana, Mortgage and Warrant to CATHERINE THOMAS DAVIS, ROSCOE C. THOMAS, and Ralph Thomas of Lake County, in the State of Indiana, the following described Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

Lots 13 and 14, Block 66 (except that part in rear taken for alley purposes), Chicago-Tolleston Land and Investment Companys' 2nd Oak Park Addition to Tolleston in the City of Gary, in Lake County, Indiana. Commonly known as 2750 Madison Street, Gary, Indiana. KEY #: 46-0221-13.

TOGETHER with the buildings and improvements now or hereafter erected thereon, including all heating, air-conditioning, plumbing, gas and electric fixtures or appliances, now in or which hereafter may be placed in any building, now or hereafter upon said property; together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee. **This Document is the property of the Lake County Recorder!**

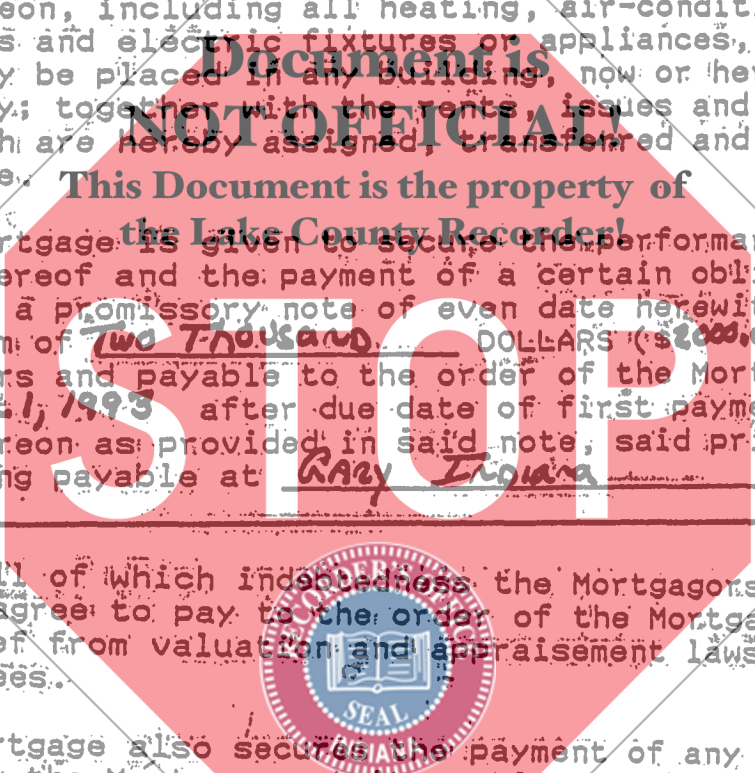
This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of Two Thousand DOLLARS (\$2000.00) executed by the Mortgagors and payable to the order of the Mortgagee on or before April, 1993 after due date of first payment, with interest thereon as provided in said note, said principal and interest being payable at GARY Indiana

hereafter, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all attorneys' fees.

This mortgage also secures the payment of any additional loans made by the Mortgagee at its option to the Mortgagor from this date, and all instruments evidencing the same.

The Mortgagors and Mortgagees do hereby further covenant and agree as follows:

1. Mortgagors shall keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in companies acceptable to the Mortgagee, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the mortgagee, if required to do so, the policies of insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to pay all taxes, special assessments, cost of repairs, and any and all expenses incident to the ownership of the mortgaged property when due, and to exhibit upon demand all receipts for said taxes and assessments. The Mortgagee may in case of failure of the Mortgagors so to do, pay any tax or



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Handwritten signature or initials.

assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such abstracts of title (or policies of title insurance) covering said real estate as in the judgment of the Mortgagee may be required. 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 _____ per cent per annum until paid.

2. Mortgagors shall exercise due diligence in the operation, management, and occupation of said real estate and the improvements 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. The Mortgagee at its option may extend the time for the payment of said indebtedness or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder ~~without the consent of the Mortgagors~~ if the Mortgagors have parted with the title of said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

4. The Mortgagors shall not permit without the written consent of the mortgagee:

- (a) Any use of said property for a purpose other than that for which the same is now used or
- (b) Any alteration, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

5. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

6. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seal this 1st day of April 1991.

Warren Brown (Seal)

(Seal)

STATE OF INDIANA, Lake County, ss:

Subscribed and sworn before me, a Notary Public in and for said County, came WARNER BROWN, and acknowledged the execution of the foregoing instrument, this 1st day of April, 1991.

Witness my hand and official seal.

My Commission expires: May 5, 1993
Resident of Lake County, Indiana:

John S. Dull
JOHN S. DULL Notary Public



This instrument prepared by:

Document is NOT OFFICIAL!
DULL & DUGGAN
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Merrillville, IN 46410
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