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9030 Clinic
Hammond

First Federal Savings and Loan Association of Hammond

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MORTGAGE

THIS INDENTURE WITNESSETH, That: ROBERT J. MIKLUSAK and ELBERTA M. MIKLUSAK, husband and wife of the County of LAKE and State of Indiana, MORTGAGE AND WARRANT to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA, a corporation organized under the laws of the United States of America, with principal offices at 131 Rimbach Street, Hammond, Indiana, the following described real estate situated in the County of LAKE and State of Indiana, to-wit:

Lot 40 in Villa Park 2nd Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 40 page 79, in the Office of the Recorder of Lake County, Indiana,

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TICOR TITLE INSURANCE
Crown Point, Indiana

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging, as well as the rents, income and profits thereof and therefrom, as well as all equipment and appliances located thereon, to secure the payment, when the same becomes due of a promissory note of even date, payable to the Mortgagee in the principal sum of \$30,000.00, due and payable on or before the 3rd day of May, 2006. As provided in said note, with interest as provided in said note from date until paid, all without relief from valuation and appraisal laws and with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire or such other events as the Mortgagee may require with insurers approved by the Mortgagee, with suitable loss payable clauses to said Mortgagee; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any unlawful purposes; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants, or any part thereof, the Mortgagee may pay such taxes and assessments, procure such insurance or make such necessary repairs and any sums so expended by said Mortgagee therefor, together with interest as aforesaid, shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the Mortgagee may declare the entire debt due and foreclose said mortgage, and in such event the Mortgagors shall pay all costs of said foreclosure, including the cost of securing current title data, and in such event the Mortgagee is hereby given the right to obtain the appointment of a Receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and By-Laws of the said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the payment of this loan.

This mortgage shall secure the payment of any additional notes or loans made by the Mortgagee to the Mortgagors at any time hereafter for the purpose of alterations, additions, improvements, or any other purpose within the discretion of the Mortgagee, PROVIDED ONLY that the aggregate of the principal amount of indebtedness secured thereby, shall at no time exceed the original amount hereof.

The Mortgagors agree to reimburse the Mortgagee, by means of additions to the mortgage loan balance, for all expenses caused Mortgagee in connection with litigation, servicing, consultations, services, and documentation necessary and resulting from borrowers alleged acts of omission or commission.

The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the Mortgagee, so long as any part of this debt remain unpaid, and that the violation of this provision will accelerate the maturity of the debt and cause the entire unpaid balance of the debt to become immediately due and payable, at the option of the Mortgagee, without notice, and shall be a ground for foreclosure.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage on this 3rd day of May, 1991.

Robert J. Miklusak (Seal) Elberta M. Miklusak (Seal)
Robert J. Miklusak Elberta M. Miklusak

STATE OF INDIANA, }
COUNTY OF LAKE } ss:

Before me, the undersigned, a Notary Public, within and for the county and state aforesaid, this 3rd day of May, 1991, personally appeared: ROBERT J. MIKLUSAK and ELBERTA M. MIKLUSAK, husband and wife and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal,

My Commission Expires October 1, 1994

This document prepared by Alta L. Bailey

Richard P. Allenbaugh Notary Public

County of Residence - Lake

Loan No. 015098-8
Rev. 4-77

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