PLEASE RECORD AND RETURN TO:

CALUMET FEDERAL SAVINGS & LOAN ASSOCIATION 7007 CALUMET AVENUE HAMMOND, INDIANA 46324

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION HAMMOND, INDIANA

91024589

MORTGAGE

THIS INDENTU	re witnesseth	Gerald M. That: <u>W1fe</u>	Matusiak and	Janet Am Matu	siak, Husband and
					AGE AND WARRANT
					r the laws of the United described real estate,
situated in the count	Take		Indiana	•	•
Eot 24,	Plum Creek Vi	llage 3rd Addit	ion, Block 3,	to the Town of	Schererville,
as show	i in Plat Book	48, page 43, 11	i-Lake County,	Indiana.	
	This	S Document is	s the proper	ty of	

the Lake County Recorder!

together with all and singular the tenements, appurtenances, clarity essements out privileges thereunto belonging, as well as the rents, income and profits thereof and therefrom an well as all heating, air conditioning plumbing and Exhibit sixtures and all other equipment and appliances attached thereon, to secure the payment, when the same specomes due of a promissory note of even date, payable to the Mortgages in the principal sum of 31stay of May 2001, as provided in said note, with due and payable on or before the

interest as provided in said note from date until paid, all without relief from valuation and appraisement laws with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay all teres 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; which said taxes and insurance, the Mortgagory covenant and agree to pay by paying to the Mortgagee in monthly installments simultaneously with the installments to become due as provided in the aforesaid mortgage note, as an additional amount to be paid by said Mortgagors, which additional amount is to be used by the Mortgages in the payment of said taxes, assessments and insurance premiums, when due, and in the event the sum above provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance premiums, the said Mortgagors shall pay such additional amounts therefor as the Mortgagee may from time to time require, provided however, that in the event said monthly payments shall at the expiration of each calendar year, during the existence of this mortgage, be found to be more than sufficient to pay said taxes, assessments and insurance premiums, then such over-plus, if any, shall be applied upon succeeding annual periods for the payment of taxes, insurance premiums and assessments to accrue during the following annual period, and a similar application and adjustment shall be made every year thereafter until the debt for said taxes, assessments and insurance premiums are fully paid: (3) to permit no waste to be committed upon said premises or allow said premises to be used for any illegal or immoral 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 repairs and any sums so expended by said Mortgagee therefor, together with interest increased two percent (2%) per annum above the contract rate shall be and become a part of the debt secured by the mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, and the continuance of such default for sixty (60) days, 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 continuations of abstracts, or costs of guaranty policy and attorney's fees and court costs, 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 estates and it is further understood and agreed that this mortgage is made subject to all Regulations and By-Laws of said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the final payment of this loan.

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

The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the mortgages, so long as any part of the debt hereby secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the Mortgagee, without notice, and the indebtedness hereby This mortgage shall secure the payment of any additional notes made hereafter by Mortgagors to Mortgagee for any purpose within the discretion of the Mortgagee, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the

This mortgage shall be binding on the undersigned, their heirs, personal representatives, successors, grantees and assigns.

original amount thereof, excepting for the provisions made hereinabove for the payment of taxes, insurance and repairs.

It is agreed that time is of the essence of this contract and that no waiver of any obligations hereunder shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the Janet A. Matusiak *G*er**al**d M. Matusiak Alice H. Thomas (Seal) STATE OF INDIANA COUNTY OF LAKE Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this 17th day Gerald M. Matusiak & Janet A. Matusiak , 19 91 , personally appeared: and Alice H. Thomas and acknowledged the execution of the foregoing Mortgage to be their tree and voluntary acts and deeds, for the uses and purposes therein set forth. Witness my hand and Notarial seal hereingbove written. This Document is the property of My commission Expires: the Lake County Recorder! June 27, 1994 Notary Public Jadith L. Baker This document prepared by Resident of Lake County, In Zoe Ann Rice - secretary the party and the second second second

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