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MORTGAGE

THIS INDENTURE WITNESSETH, That GILBERTO NOVALES AND ANTONIA NOVALES

("Mortgagors")

of LAKE County, State of Indiana, MORTGAGE _____ and WARRANT _____ to FIRST NATIONAL BANK OF EAST CHICAGO ("Mortgagee") the following described real estate located in LAKE County, Indiana;

Common address 4126 PARRISH AVE. EAST CHICAGO NORTH INDIANA
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

SITUATED IN THE CITY OF EAST CHICAGO, COUNTY OF LAKE, AND STATE OF INDIANA, AND IS FURTHER DESCRIBED AS FOLLOWS:

LOT 29, BLOCK 9, PARK ADDITION TO INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 32, IN LAKE COUNTY, INDIANA.



STATE OF INDIANA'S SIND
LAKE COUNTY
FILED FOR RECORD
MAY 29 10 36 AM '91
ROBERT (BOB) FREELAND
RECORDER

together with all rights, privileges, interests, easements, hereditaments, appurtenances, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the ("Mortgaged Premises")), and all rents, issues, income and profits thereof, or secure the payment, when due of certain PROMISSORY ("NOTE(S)");

dated _____ 19 _____, in the sum of \$ _____
dated MAY 17, 1991 19 91, in the sum of \$ 4,296.88
dated _____ 19 _____, in the sum of \$ _____

with interest and insurance,

with terms of payment as therein provided, or as extended or renewed, executed by Mortgagors to Mortgagee.

For the purpose of inducing the Mortgagee to make the loan hereby secured, the Mortgagor(s) represent to the Mortgagee, that Mortgagor is the owner in fee simple of the premises herein mortgaged, that legal title thereto is free and clear from all incumbrances of whatsoever kind of nature, except current taxes and

that this mortgage is only other encumbrance on said premises, and that the mortgagors and each of them are of the full age of 18; and suffers no incapacity, and have authority to execute this mortgage. Mortgagors jointly and severally covenant and agree with Mortgagee that:

FIRST. That the Mortgagor(s) will pay to the Mortgagee, the sums of money above mentioned without relief from valuation or appraisal laws.

SECOND. That until said note(s), the interest thereon and all of said mortgage debt is paid in full, the Mortgagor(s) shall take proper care of said real estate and the buildings thereon and neither commit waste nor allow waste to be committed, nor suffer anything to be done that will impair the value thereof or of the security hereby given, and the Mortgagor(s) shall keep all legal taxes and assessments against said real estate and the buildings thereon paid and keep and pay for fire and extended coverage insurance on said buildings in Insurance Companies approved by the Mortgagee against loss to the amount of \$ 4,296.88, less if any payable to the Mortgagee as its interest may appear, the policies to be delivered to the Mortgagee; and on failure of the mortgagor(s) to pay such taxes or assessments or to procure such insurance and deliver said policies, the Mortgagee may, at its option, without notice, pay such taxes or assessments, either before or after the same become delinquent, or effect such insurance and the amount paid by the Mortgagee in so doing shall become a part of the debt secured hereby, together with interest thereon at the rate of eight percent, per annum.

THIRD. That upon failure to pay said principal note(s), or any of them at maturity, or upon failure to pay the interest thereon as and when the same becomes due and payable or upon failure to pay the taxes, assessments or insurance as hereinafter provided, or to do and perform any of the other provisions, conditions or agreements of this mortgage on the part of the mortgagor(s) to be performed and fulfilled, then the principal note(s) aforesaid, as well as all interest then in arrear, shall, at the option of the Mortgagee, without notice, become immediately due and payable and this mortgage may then be foreclosed.

That in the event of any default by the Mortgagor(s) hereunder, the Mortgagee shall, from the date of such default and as often as the same may occur, have the right to take possession of the mortgaged premises and to collect the rents, issues and profits therefrom and apply the same toward the payment of said principal note(s) interest and expenses thereon, or if this mortgage shall be foreclosed, shall have the right to have a Receiver appointed to take possession of and collect the rents and profits from the mortgaged premises during foreclosure proceedings and during the period of redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage.

FOURTH. Upon any default by Mortgagors under this Mortgage or in the payment when due of any amounts under the Note or this Mortgage, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises, the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly.

All rights and remedies of Mortgagee hereunder are cumulative and are in addition to and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

