

Bessie M. Taylor

91050384

MORTGAGE

THIS INDENTURE, made and entered into this 16th day of September, 1991, between BENJAMIN GREEN by his attorney-in-fact JOSEPH GREEN, hereinafter referred to as Mortgagor, which term as used in every instance shall include Mortgagor's heirs, executors, administrators, successors, legal representative and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial person whomever and wherever the content so requires or admits, party of the first part, and VIRGIE WASHINGTON, hereinafter called the Mortgagee, which term as used in every instance shall include Mortgagee's heirs, executors, administrators, successors, legal representative and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial person whomever and wherever the content so requires or admits, party of the second part.



Mortgagor, mortgages and warrants to mortgagee, the following real estate in Lake County, State of Indiana to wit:

Gary Park, fourth addition, all of Lots 47 and 48 of Block 1, commonly known as 2101 Arthur Street, in Gary, Lake County, Indiana.

Key # 43-235-37

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulation of

ROBERT L. ...
 OCT 4 9 34 AM '91
 STATE OF INDIANA
 FILED
 1600

this agreement and:

A. WITNESSETH, that to secure the payment of an indebtedness in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States, to be paid in one lump sum five years from this date, or September 16, 1996, with simple interest thereon to be computed from the September 16, 1991 at the rate of six (6%) percent per annum. This debt including accrued interest shall be immediately due upon the death of Benjamin Green.

B. Also securing any renewal or extension of such indebtedness;

C. Also securing all future advance to the full amount of this mortgage:

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay all future installments of taxes, insurance and assessments against said real estate.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums as will adequately protect Mortgagee's interest.

2. That the whole of said principal sum and interest shall become due at the option of the mortgagee after default in the payment of any installment of principal or of interest for sixty (60) days, or after default in the payment of any tax, water rate, sewer rent or assessment for one hundred and eighty (180) days after notice and demand.

3. That in case of a sale, said premises, or so much thereof as may be

affected by this mortgage, may be sold in one parcel.

4. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged promise if he is the occupant of said promise or any part thereof, shall upon ten (10) day prior notice surrender possession of the premises so occupied to the holder of this mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

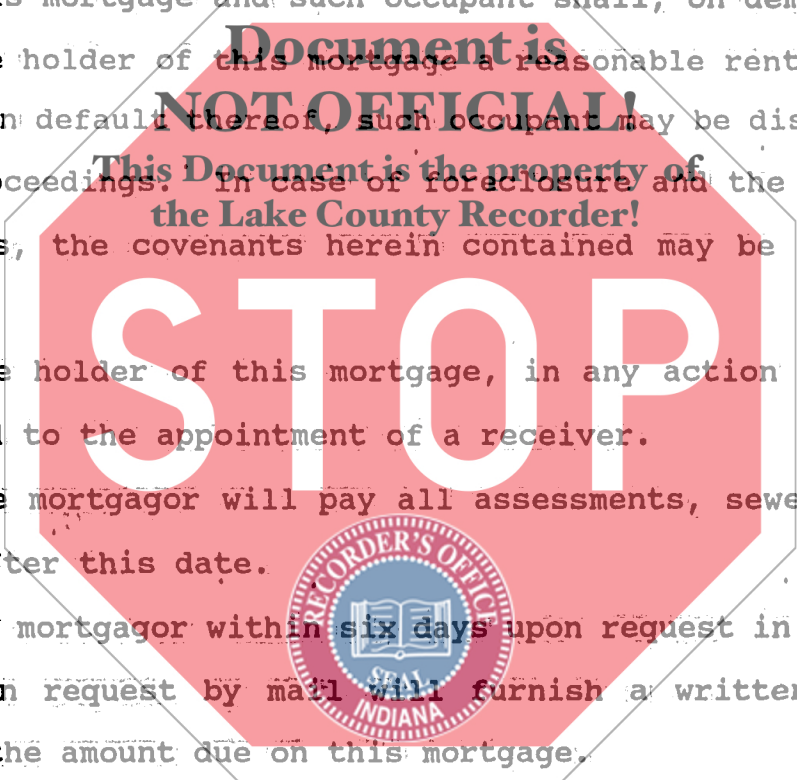
6. That the mortgagor will pay all assessments, sewer rents or water rates accruing after this date.

7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

10. The holder of the obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal extension or reduction shall not release any



maker, endorser, or guarantor from any liability on said obligation.

11. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the affect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his 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 moneys advanced and hereby secured.

12. In case any part of the premises is appropriated under the power of eminent domain, the entire Document is for property of the premises so appropriated shall be paid to this Mortgagee, first to retire this debt and the retainer payable to the Mortgagor.

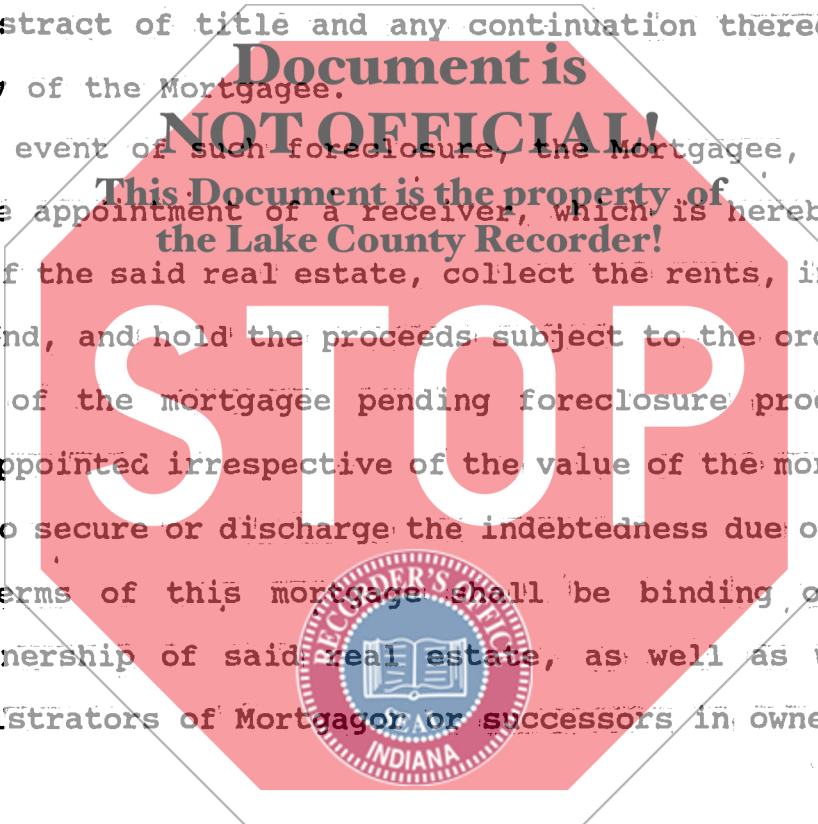
13. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option 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 this promises.

14. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceeding thereunder, Mortgagee

is expressly authorized to order 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 of title to the said real estate, together with interest thereon at the rate of eight percent annum, shall become part of the debt secured by this mortgage and collectible 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.

15. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which 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.

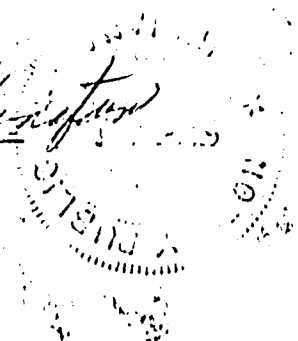
16. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.



MORTGAGE AGREED TO THIS 18TH DAY OF SEPTEMBER, 1991.

Joseph Green
BENJAMIN GREEN BY HIS
ATTORNEY-IN-FACT
JOSEPH GREEN,
MORTGAGOR

Virgie Washington
VIRGIE WASHINGTON
MORTGAGEE



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

**Document is
NOT OFFICIAL!**

Before me, the undersigned, a notary public in and for said County and State, this 18th day of September, 1991, personally appeared JOSEPH GREEN as Attorney In Fact of Benjamin Green and VIRGIE WASHINGTON, both who acknowledge the execution of the foregoing mortgage. In the witness where, I have hereunto subscribed my name and affirmed my official seal. My commission expires September 9, 1992.

Resident Lake County, Indiana

Bessie M. Taylor
Bessie M. Taylor
NOTARY PUBLIC

