

91060071

REAL ESTATE MORTGAGE (INDIANA DIRECT-NOT FOR PURCHASE MONEY)

fol 6-4

MORTGAGE DATE

11 - 15 - 91 MO DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW.

Table with 4 columns: MORTGAGOR(S) NAME(S), ADDRESS, CITY, COUNTY, STATE; MORTGAGEE NAME(S), ADDRESS, CITY, COUNTY, STATE. Parties: Shirley Ann Baity, Eddie Clark; CALUMET NATIONAL BANK.

WITNESSETH:

That whereas, in order to evidence their just indebtedness to the Mortgagee in the sum of \$9,934.80 for money loaned by the Mortgagee...

In 60 instalments of \$ 165.58 beginning on the 15th day of December 19 91 and continuing on the same day of each and every month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said Instalment Note & Security Agreement...

PROPERTY DESCRIPTION

The South 5 Feet of Lot 3, All of Lot 4, and the North 5 Feet of Lot 5, in Beveridge Hill, in the City of Gary, Lake County, Indiana. Commonly known as 1542 Roosevelt Street, Gary, Indiana.



RECORDED NOV 27 3 41 AM '91

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof...

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

500

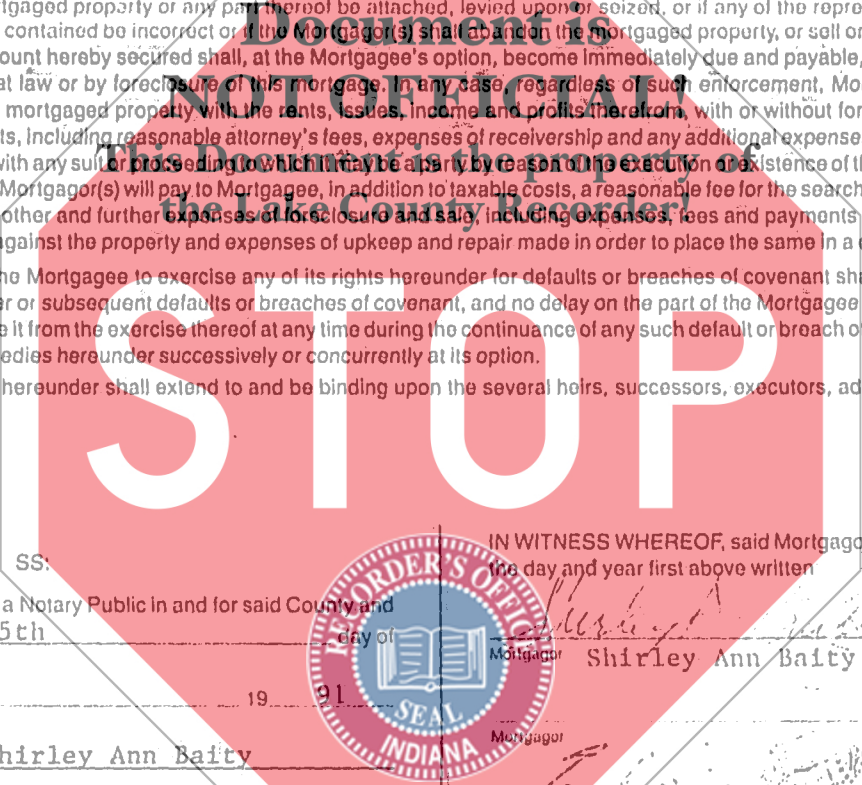
To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding which may be a party by reason of the execution of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

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



STATE OF INDIANA, }
COUNTY OF LAKE }

SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this

15th

day of

November

19

91

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

Mortgagor

Shirley Ann Baity

(Seal)

Mortgagor

Eddie Clark

(Seal)

Mortgagor

Mortgagor

(Seal)

personally appeared: Shirley Ann Baity

Eddie Clark

and acknowledged the execution of the above and foregoing mortgage. Witness my Signature and Seal

Barbara Hodal
Notary Public

My Commission Expires
9/13/94

D
E
L
I
V
E
R
Y

CALUMET NATIONAL BANK
P. O. BOX 69
HAMMOND, IN 46325
INSTALMENT LOAN DEPT.

THIS INSTRUMENT PREPARED BY:

Barbara Hodal

Barbara Hodal - Branch Manager Asst