91060893

9301 Wicker Ave., St. John, IN 46373

REAL ESTATE MORTGAGE

	THIS INDENTURE V	4.1	JOS	SEPH L. PAVN	ICA AND MARY	JO PAVNI	CA,		
<u></u>	HUSBAND ANI LAKE)*WIFE	TNDTANA			 		***	35 • 1
ol 🚐	LAKE	County,	INDIANA	., hereinaiter referre	ed to as "Mortgagors	," MORTGAGE	RRAW DNA	ANT to	7
	ECULITY FEDERAL S N/K/a SECURI , hereinafter referred t				Y, a corporation orga LAKE	unized under th	e laws of the INDIANA	United Attacked to with 100 and 100 an	NOW WITH WALL
			Docu	ment	is		***		
		3 in Sheifie	1 Estates	4th Additi	on to the To	wn	HOY ZO		COMPART
	of Dye County	Indiana.					C	~ (,)	7
		the	Lake Co	ounty Rec	order!	Š	16. III 95	day a na	
tus, mor distillor control with on hereby become part of the Montgo payme hereby ing or income	er with all the building clors, boilers, furnaces tributing heat, refriger coverings, now in or workings, now in or will the estate, right, this cassigned," transferred e due under or by via parts thereof, which origagee under the pourgee of all such leases and of all costs and ever incurred hereunder in any wise pertaining and profits of said n	s, ranges, refrigerate attent, light, water, which hereafter may which hereafter may lead to sail and set over unto the of any lease who may have been here wer herein granted to a and agreements at the color with all its trees, all lixtures portagged premises,	rs, and all apparate, power or of the placed in an id Mortgagor in the Mortgagor, it being the differ such assignment of the rights, priviles and appliance.	tratus and fixtures of herwise," including a large proper and to said proper and the said said said said said said said said	of every kind, whether the coreens, window share the covernent now or her try, and the rents, is the common for the use or agreed to, or whis establish an absolute rents, issues and the payment of any ments, herediments dently placed therein	er used for the des, storm door recifer upon sa saues and profits now due or reccupancy of the may be made transfer an profits shall by indebtedness to thereon, and	purpose of sur s and window id property, it is thereof whi which may he said property, de and agreed d assignment e applied first hen due and s ces thereunto all the rents,	pplying /s, and ogether ch*are ereafter or any i to by to the to the belong- issues,	
promis	This mortgage is give sory note of even da	n to secure the per-	ormance of the	provisions bereof of ONE HUND	nd the payment of a RED EIGHTEEN	a certain obliga THOUSAND	tion evidence DOLLARS	d by a AND no	/100
1927			199 ₄ (40,000)	118,00	0.00) Doll	ars, executed	by the	
Mortgo	gors and payable to	the order of the Mor	tgagee on or be	fore					
<u></u>) years _	TWO		·		2 m	onths after dat	e, with	
interes Indian	t thereon as provided a, interest to be paid	in said note, said pr semi-annually on th	incipal and inter LOAN 7		nt the office of the M N FULL ON OR		anuary 3	lst, 199) 2
of each	h year, beginning ier of Mortgagee, all v	without relief from vo	aluation and app	all of which incoraisement laws an	lebtedness the Mortg d with attorney's le	ns,	and agree to	pay to	
	The Mortgagors do h	ereby further coveno	int and agree a	s follows:					
and pa	 That the Mortgage ry all promiums for ke s and in such amount 	epina all insurable r	property covered	hereby, insured ag	ainst loss and dama	ge by fire and		th such	
or clair comple may be due to	The Mortgagee may, magainst the premise to abstracts of title corequired at any time the Mortgagee, shall percent (15%) per an	es, make any repairs or title guaranty pol e while any part of be added to and b	necessary to pr icles for said es the debt hereby	eserve the security tate and such cont secured remains u	intended to be give inuations thereof as noaid: and all sums	n by this morts s in the judgme s so paid shall	age, and may nt of the Mor become imme		a and a

- 2. To exercise due diligence in the operation, management and occupation of said real estate and the improvement thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.
- 3. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property or if a petition in bankruptcy shall be filed by or against the Mortgagors, or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the lien of the mortgage, or if said mortgaged premises shall be levied upon by virtue of any execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any Court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagee shall be entitled

to the immediate possession of said property and the rents, issues, income and profits therefrom with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage, in any writ or proceedings to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a Receiver to take possession of said property and protect said property and collect the rents and income and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstract of title or title guaranty policy as the case may be shall be the absolute property of the Mortgagee.

- 4. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other subsequent defaults or breach 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 the Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.
- 5. The Mortgagee, at its option, may extend the time for the payment of said indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without the consent of any junior lien holder, and without consent of the Mortgagors have parted with the title to said property and any such extension, reduction or renewal shall not release the Mortgagors or any endorser or guaranter from liability for such indebtedness, or affect the priority of this mortgage over the junior lien or impair the security hereof in any manner whatsoever.
- 6. This mortgage shall secure the payment of any additional notes or loans made by the Mortgages to the Mortgagors at any time hereafter for the purpose of paying taxes insurance premiums, making repairs or alterations, or any other purpose within the discretion of the Mortgagee, provided only, that the aggregate of the principal amount of the indebtodness secured hereby shall at no time exceed the original amount thereof.
- 7. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

	22nd	
IN WITNESS WHEREOF, the Mortgagors I	nave hereunto set their hands and seals this	_ day of
NOVEMBER	19 91	1 j
(hand in the mine	(SEAL) Mary Jo Parrie Ca	(SEAL)
JOSEPH L. PAVNICA	MARY (TO PAVNICA	(SEAL)
INDIANA	LAKE	
STATE OF	, SS:	Í
Before me, the undersigned a Notary Pub	olic in and for said County and State, this	day of
NOVEMBER	JOSEPH L. PAVNICA AND	
MARY JO PAVNICA, HUSBAND AN	D WIFE WOIAN AUTO	
., .,		
and acknowledged, the execution of the foregoing	ing Mortgage.	

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Notary Public

ARLYNE K. ROYAL

I hereby certily that I am not an officer of the Mortgagee.

My Commission Expires:

<u> APRIL 18.1995</u>

MY RESIDENCE IS LAKE COUNTY