

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

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# CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION

HAMMOND, INDIANA

B-459072

2022228

# MORTGAGE

THIS INDENTURE WITNESSETH, That: PHILIP W. ASHBY and CLAUDIA M. ASHBY, Husband and Wife

of the County of Lake and State of Indiana, MORTGAGE AND WARRANT  
to the CALUMET FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized under the laws of the United  
States of America, with principal offices in the City of Hammond, Indiana, the following described real estate,  
situated in the county of Lake and State of Indiana, to-wit:

Lot "C", Leo Rueth's Addition, in the City of Hammond, as shown in Plat Book 19,  
Page 29, in Lake County, Indiana.

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ROBERT J. ...

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CHICAGO TITLE INSURANCE COMPANY  
STATE OF INDIANA DIVISION

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging, as well as the rents, income  
profits thereof and therefrom, as well as all heating, air conditioning, plumbing and lighting fixtures and all other equipment and appliances attached  
thereon, to secure the payment, when the same becomes due of a promissory note of even date, payable to the Mortgagee in the principal sum of  
\$ 32,000.00, due and payable on or before the 30th day of April, 2007, as provided in said note, with  
interest as provided in said note from date until paid, all without relief from valuation and appraisal laws with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improve-  
ments 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 Mortgagors 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 Mortgagee 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 estate; 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 Mortgagee 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 mortgagee, 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

secured shall bear interest increased to the maximum rate allowable by law from and after the date of such sale or conveyance.

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

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

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 7th day of April, 19 92.

Philip W. Ashby (Seal) Claudia M. Ashby (Seal)  
Philip W. Ashby (Seal) Claudia M. Ashby (Seal)

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

15.00  
CA

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this 7th day of June, 19 92, personally appeared Philip W. & Claudia M. Ashby and acknowledged the execution of the foregoing Mortgage to be their free and voluntary acts and deeds, for the uses and purposes therein set forth.

Witness my hand and Notarial seal, as of the day and year first hereinabove written.

My commission Expires:  
June 27, 1994

This document prepared by  
Zoe Ann Rice - secretary

Judith L. Baker Notary-Public  
Resident of Lake County, In

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