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CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION HAMMOND, INDIANA

92030262

MORTGAGE

RUSSELL E. ROSS

THIS INDENTURE WITNESSETH,	That:		
of the County of Lake	and State of <u>Indiana</u>	, MORTGAGE AND WARRA	.NT
to the CALUMET FEDERAL SAVINGS	& LOAN ASSOCIATION, a corpora	ation organized under the laws of the Uni	itod
States of America, with principal offi	ices in the City of Hammond, Ind	liana, the following described real esta	ate,
situated in the county ofLake			
/	Document is		
thereof, recorded in 14	At Book 47 page 82, 1n the confident at Book 47 page 82, 1n the confident is the property of t	Office of the b	Metol 3
tl	he Lake County Record	der!	700
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together with all and stagular the taxonants a	THOER'S OF THE	es thereunto belonging as well as the rents, income	
		xtures and all other equipment and appliances atta	
thereon, to secure the payment, when the same	becomes due of a promissory note of even of	date, payable to the Mortgagee in the principal but	m of

85,000.00

due and payable on or before the 30th June 1997 as provided in said note, with interest as provided in said note from date apill paid, all without relief from valuation and appraisement laws with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay it there are special assessments levied against said real estate and improvements as the same become due and payable: to keep all independent and appraisement laws with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay it there are special assessments levied against said real estate and improvements as the same become due and payable: to keep all independents and insurance 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 Mortgagee 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, 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; a

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 Mortgagers 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

This mortgage shall be payment of any additional notes made hereafter by Mortgagers to Mortgager for any purpose within the discretion of the Mortgager, 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.

Witness my hand and Notarial seal, as of the day and

This Document is the property of the Lake County Recorder!

My commission Expires:

June 27,1994

This document prepared by

Zoe Ann Rice - secretary

Judith L.Baker Resilent of Lake County, In

Notary Public



