

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

Calumet North Bldg
Box 69
Phone 46325-0069

32074491

MORTGAGE DATE

Oct - 7 - 92
MO: DAY YEAR

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

MORTGAGOR(S)		MORTGAGEE	
NAME(S) HENRY L. JONES ERMAZON JONES		NAME(S) PEITZ CONSTRUCTION CO INC	
ADDRESS 450 N TIPPECANOE PLACE		ADDRESS 541 S. LAKE ST	
CITY GARY		CITY GARY	
COUNTY LAKE	STATE INDIANA	COUNTY LAKE	STATE INDIANA

32074492

WITNESSETH:

That whereas, in order to evidence 7111 just indebtedness to the Mortgagee in the sum of SEVEN THOUSAND ONE HUNDRED SEVENTY SEVEN & 92/100 dollars (\$ 7177.92) for credit extended by the Mortgagee, the Mortgagor(s) executed and delivered Five certain Retail Instalment Contract of even date, payable as thereby provided to the order of the Mortgagee in lawful money of the United States of America, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid at the rate stated in the Retail Instalment Contract of even date, said indebtedness being payable as follows:

In 48 instalments of \$ 149.54 beginning 4th days after completion as indicated on the completion certificate and continuing on the same day of each successive month thereafter until fully paid.


Now therefore, the Mortgagor(s) in consideration of credit concurrently extended as aforesaid and in order to secure the prompt payment of said Retail Instalment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANTY unto the Mortgagee, its successors and assigns, all and singular

the real estate situate, lying and being in the County of LAKE State of Indiana, known and described as follows, to-wit:

PROPERTY DESCRIPTION:

450 N. TIPPECANOE
GARY INO

Lot 28 in Pottowattomi Park, in the City of Gary, as per plat thereof, recorded in Plat Book 34, page 63, in the Office of the Recorder of Lake County, Indiana.



ROBERT H. ...
NOV 14 11 34 AM '92
FILED ...
STATE ...

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, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

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

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 indebted-

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