CP 461445 Pdg

N 93015886

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH,	that:	L W. QUAL	IZZA AND I	DARLA A.	QUALIZZA,	<b>(13)</b>
HUSBAND AND WIFE						Ω
LAKE	INDIANA		•			8.
of Coun	ty,, 1	nereinaiter referred	to as "Mortgagors	" MORTGAGE A	ND WARRANT to	oji Oji
the SECURITY FEDERAL SAVINGS AND	LOAN, ASSOCIATION O	F LAKE COUNTY.	a corporation orac	inized under the l	aws of the United	
n/k/a SECURITY FE States, hereinafter referred to as "Mortgag	DERAL BANK,	f.s.b.	1.AKE		TNDTANA	
States, hereinalter referred to as "Mortgag	jee," the following describ	od real estate in		County,	in Jowit:	ET.
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						E)Chicago Title Insurance
Lot 12	, Lakewood Es	ffent is	It No. 2,	an Addit	ion	, (P
page 4	a county, inc	nana, as Inntvalind	dana.	20 11	—— <u> </u>	è
pue,	NOTOF	FICIA	An:	ma:		Сопрацу
Th	is Document:	is the prop	perty of	OF:	######################################	
	the Lake Cou	nty Recor	der!	<b>2</b> 5	21 PM	· • ·
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together with all the buildings and improve tus, motors, boilers, furnaces, ranges, refri	igerator <mark>s, and all-appara</mark>	lus and fixtures of	every kind, whethe	r used for the pur	pose of supplying	
or distributing heat, refrigeration, light, w floor coverings, now, in or which hereafter	rater, dir, power or other	wise, including sci	eens, window shad	les, storm doors c	ind windows, and	
with all the estate, right, title and interest hereby assigned, transferred and set over	tol said Mortgagor in an	d; to said property	, and the rents, is	sues and profits	thereof which are	
become due under or by virtue of any lee part or parts thereof, which may have be	ase whether written or v	orbal; or any agree	ment for the use or	eccupancy of sal	d property, or any	
the Mortgagee under the power herein gra Mortgagee of all such leases and agreeme	inted to it, it being the in	ention hereby to	establish an absolu	uter transfor, and b	assignment to the	
payment of all costs; and expenses of act	ling under such assignme	nt, and second, to t	he payment of any	indebtedness their	due and secured	
hereby or incurred hereunder; together willing or in any wise pertaining thereto, all	in all the rights, privilege fixtures and appliances if	s, interests, easeme percin'er subsequer	nts, herediments a tily placed therein	na appurtenances or thereon, and al	thereunto belong- l'the rents, issues,	
income and profits of said mortgaged prefit  This mortgage is given to secure the	nises.	VANA				
		ONE HUN			DOLLARS A	AND
NO / 100	or the principal sum of . 		.00			
	. <del>(1 </del>					
Mortgagors and payable to the order of the control	he Mortgagee on or befor SIX	Θ		6:		
interest thereon as provided in said note,	said principal and interes	being payable at	the office of the Mo	) mont	hs after date, with v of East Chicago,	
Indiana interest to be paid semi-annually	LOAN TO	BE PAID I	N FULL ON	OK BEFOR	ESEPTEME	ER 5t1 1993
						1333
of each year, beginning the order of Mortgagee, all without relief i	from valuation and appro	isement laws and	with attorney's fee	egora promise un	a agree to pay to	
The Mortgagors do hereby further.	covenant and agree as	ollows:				
1. That the Mortgagors will, until and pay all promiums for keeping all insu						
insurers and in such amounts and manner	as shall be, in the judg	ment of the Mortgo	igee, necessary, or	proper.		
The Mortgagee may, in case of fall or claim against the premises, make any r	repairs necessary to pres	erve the security i	ntandad to be give:	n by this mortgag	e, and may obtain	
complete abstracts of title or title guarar may be required at any time while any p due to the Mortgages, shall be added to	nty policies for said esta	o and such contin	uations thereof as	in the judgment	of the Mortgagee	
due to the Mortgagee, shall be added to fifteen percent (15%) per annum until pai	and become a part of the	ie indebtedness so	cured hereby, and	shall bear inter	est at the rate of	M
					٠.	70

- 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 any illegal or immoral and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises.
- 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 horein 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 filled by or against the Mortgagors, or it 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 the Mortgages 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 Mortgages's rights hereunder, the Mortgages in addition to any other remedy, and a Receiver to take possession of said property and protect said property and collect the rents and income and apply the same as provided property of the Mortgages, as the case may be shall be the absolute property of the Mortgages,

- 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 note temedies hereunder successively or concurrently
- 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 if the Mortgagors or guarantor 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 Mortgages at any time hereafter for the purpose of paying taxes, insurance premiums, making regards or citerations, or any other purpose within the discretion originals 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.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this	_ day of
1983	-
MICHAEL W. QUALIZZA (SEAL) DARLA A. QUALIZZA (SEAL)	(SEAL)
STATE OF INDIANA COUNTY OF LAKE, SS:	(3-4 <b>12</b> ,
Before me, the undersigned, a Notary Public in and for said County and State, this	day.ol
AND DARLA A. QUALIZZA, HUSBAND AND WIFE	3

and acknowledged! the execution of the foregoing Mortgage,

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

Witness my Hand and Notarial Seal,

Notary Public O(())

Stacey Eisenhutt

My Commission Expires: