SECURITY FEDERAL BANK, a FEDERAL SAVINGS BANK

94029959

9321 Wicker Ave; St John, IN 46373

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Robert G.	Rauh and Joanne T. Rauh, husband
Lake County, Indiana	hereinafter referred to as "Mortgagors," MORTGAGE AND WARRANT to
	SAVINGS BANK corporation organized under the laws of the United
tates, hereinafter referred to as "Mortgagee," the following describ	bed real estate in <u>Lake</u> County, <u>Indiana</u> , to wit:
Property Regime, as indicated in recorded May 8, 1974 as Document recorded February 20, 1975 as I amendment thereto, recorded Augin the Recorder's Office of Latthe undivided .76254 percentage common areas and facilities as Condominium and the First and S	dominium, Phase II, a Horizontal in a Declaration of Condominium, int No. 250487, and amendment thereto, Document No. 289219, and the second gust 9, 1976 as Document No. 363730, ke Gounty, Indiana. Together with e interest in the common and limited described in the Declaration of Second Amendments thereto.
us, motors, beilers, furnaces, ranges, refrigerators, and all apparer distributing heat, refrigeration, light, water, air, power or other cor coverings, now in or which hereafter may be placed in any rith all the estate, right, title and interest of said Mortgager in a sereby assigned, transferred and set over unto the Mortgages, increased we under or by virtue of any lease whether written or wart or parts thereof, which may have been heretofors, or may be new Mortgages under the power herein granted to it, it being the infortgages of all such leases and agreements and all the avoils the ayment of all costs and expenses of acting under such assignment of all costs and expenses of acting under such assignment or incurred hereunder; together with all the rights, privilegency or incurred hereunder; together with all the rights, privilegency or in any wise pertaining thereto, all fixtures and appliances to accome and profits of said mortgaged premises.	refected thereon, including all gas and electric fixtures, plumbing apparatus and fixtures of every kind, whether used for the purpose of supplying truise, including screens, window shades, storm doors and windows, and building or improvement now or hereafter upon said property, together and to said property, and the rents, issues and profits thereof which are sluding all the rents, issues and profits now due or which may hereafter exital, or any agreement for the use or occupancy of said property, or any inhereafter made or agreed to, or which may be made and agreed to be altered to the entity of the establish an absolute transfer and assignment to the lereunder, and such rents, issues and profits shall be applied first to the ent, and second, to the payment of any indebtedness then due and secured as, interests, easements, herediments and appurtenances thereunto belong therein or subsequently placed therein or thereon, and all the rents, issues around the payment of a certain obligation evidenced by a covisions hereof and the payment of a certain obligation evidenced by an appurent and appurent and appurent and all the rents, issues and profits hereof and the payment of a certain obligation evidenced by an appurent and appurent and appurent and appurent and appurent and appurent and appurent appurent appurent and appurent appurent appurent and appurent app
romissory note of even date herewith for the principal sum of	TERMIN MILE MICHAELIN STAUM WINDON CHURNMI
ETUE (00/100	(\$ 52,875.00) Dollars, executed by the
fortgagors and payable to the order of the Mortgagee on or befo	- · ·
Six	/ 6) manths after data with
oterest thereon as provided in said note, said principal and interes	(6) months after date, with the being payable at the office of the Mortgagee in the city of 'ST. JOI
	day of NA and NA
	_ all of which indebtedness the Mortgagors promise and agree to pay to assement laws and with attorney's fees.
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The Mortgagors do hereby further covenant and agree as	follows:

1. That the Mortgagors will, until the debt hereby secured is fully satisfied, pay all taxes and assessments levied on said premises, and pay all premiums for keeping all insurable property covered hereby, insured against loss and damage by fire and windstorm, with such insurers and in such amounts and manner as shall be, in the judgment of the Mortgagee, necessary or proper.

The Mortgagee may, in case of failure of the Mortgagors so to do, pay any claim, lien or encumbrance, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain complete abstracts of title or title guaranty policies for said estate and such continuations thereof as in the judgment of the Mortgagee may be required at any time while any part of the debt hereby secured remains unpaid; and all sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of fifteen percent (15%) per annum until paid.

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- 2. To exercise due diligence in peration, management and occupation of said real 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 Mortgages, become and be immediately due and payable, without notice or demand, and thereupon the Mortgages 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 Mortgages, 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 juntor lien holder, and without consent of the Mortgagors if 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 Mortgages 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 Mortgages, provided only, that the aggregate of the principal amount of the indebtedness 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.

in witness whereof,	the Mortgagors have	hereunto set their hands	and seals this	15th	day of
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Robert C. Rauh	h	(SEAL)	arane /	· Land	(SEAL)
Robert G. Rauh		()308	anne T. Rauh		
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STATE OF Indian	а с	OUNTY OF	Lake	, SS:	
		and for said County an	Ξ,	5T H	day of
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	Robert G. Ra	auh and Joanne I	. Rauh, hus	band and wife	
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and acknowledged the execution		· ·			
Witness shy Hand and A	not an officer of the	в Mortgageв.)			
<i>}</i> :		<i>'</i>			

THOMAS G.

COUNTY/OF RESIDENCE: LAKE