Ticor-M.O. 192804

95031637

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

95 JUN -6 AH 9: 07

REAL ESTATE MORTGAGE

TH	IS INDEN	TURE WITH	VESSETH that	CHARLES	R. SCHM	IIED AND	SANDRA .	. SCHMIE	D
	isband a			of	Lake		County,	Indi	
			ntgagors," MOI						
FEDE	RAL SAVI	NGS BANK	A1.					d States	
<u></u>	LAKE		County	nafter referred INDIANA		ngagee," the o-wit:	b following (described rea	l estate in
-					**************************************				
			en e						
	Tot 6 to	n Hanavar	· 411 2nd	Addition	Mark at 1	· · · · · · · · · · · · · · · · · · ·		•	
	recorded	i namover i in Dist	Hill 2nd Book 51,	Addition	Unit I,	as per	plat the	ereof,	24 + 5
	of Lake	County,	Indiana	hage 2, 1	in the U	office of	the Kec	order	
	UL MUN	oouncy,	/ s	8. 2.					
7':			Do	cume	ent i	S			
4		/	4.0	24 July 186	Jan 1982				
			NOT			AL		*	e.ff
		· · · / · · / · · · / · · · ·							v.
		Thi	s Docun	nent is t	he pro	perty	of		
to oath		ha kuitain m	the Improved	Count	v Reco	rderl	a Indudia		-1
Cogetti	o plumbin	ne nandanika	motors, boilers	furnaces ra	nges refrie	ccicu nicici	on, including	an gas and	CICCIFIC
			he purpose of s						
			window shades						
			building or in						
			of said Mortga						
			insferred and s						
			ter become due						
agreen	nent for the	use or occur	pancy of said pr	roperty, or any	y part or pa	arts thereof,	which may	have been he	retofore,
or may	be hereafte	r made or a	greed to, or wh	ich may be m	ade and ag	reed to by t	he Mortgage	e under the	power
herein	granted to	it, it being th	ne intention her	reby to establi	zh an abso	lute transfer	r and assign	ment to the M	Aortgagee
			nts and all the						
			s and expenses						
			ured hereby of						
			ppurtenances t						
			ently placed the	rein or there	m, and all	the rents, is	súes, incom	e and profits	of said
mortga	ages premis	es.		VALUNDIAN	ini				
Th	s mortgage	is given to s	secure the perfe	rmance of the	e provision	s hereof and	d the paymer	nt of a certai	n.

Mortgagors promise and agree to pay to the order of Mortgagee, all without relief from valuation and appraisement laws and with attorney's fees.

executed by the Mortgagors and payable to the order of the Mortgagee on or before

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

obligation evidenced by a promissory note of even date herewith for the principal sum of <u>ONE HUNDRED TEN</u>
THOUSAND AND 00/100 (\$110,000.00) Dollars.

Months after date, with interest thereon as provided in said note, said principal and interest being payable at the Office of the Mortgagee in the City of St. John State of Indiana, accrued interest to be paid at the second and third draws against the loan principal balance, all of which indebtedness the

(\$110,000.00

(nine)

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.

- 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 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 are to 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 mortgages property, then the entire indebtedness secured hereby shalf, 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 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 Mongagee 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 the 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 Morigagee.
- 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 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 have parted with the title to said property and any such extension, reduction or renewal shall not release the Mortgagors or any endorser 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 Mortgagee to the Mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alteration, or any other purpose within the discretion of the Mortgagee, provided only, that the aggregate of the principal amount of the indebtedness secured 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

Charles R. Schmied CHARLES R. SCHMIED		SANDRA J. SCH	g Sch	mil
STATE OF Indiana	DOUNTY	Ohent 18	SS:	
Before me, the undersigned, a May Sandra J. Schmied 1 1145	95 nergonally ann	eared Charles R.	chmied and	day of
and acknowledged the execution				
I hereby certify that I am not as Witness my Hand and Notarial Notary Public Paula Barrick	Bar	jagoe.		
My Commission Expires: 10				
County of Residence: L	ake	ERS OF SEAL OF		

THIS INSTRUMENT PREPARED BY EDWINA GOLEC, ASS'T VICE PRESIDENT