

LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

REAL ESTATE MORTGAGE

Chicago Title Insurance Company

This Document Confirms, that on the 7th Day of February, 1997, HUGH D. BRAUER AND CHARLOTTE G. BRAUER, Husband & Wife, of 1901 Fisher Street, Munster, Indiana 46321 of Lake County, in the State of Indiana, herein after called "Mortgagors", Mortgage and Warrant to LAURA B. BRAUER, herein after called "Mortgagees", of 3325 N. Lincoln Ave., Chicago, IL 60657 of Cook County, in the State of Illinois, the following described Real Estate situated in Munster in Lake County, in the State of Indiana, described as follows:

The West 18 Feet of Lot 17 and Lot 18, Block 1, Hill and Vale Estate Third Addition to the Town of Munster, Indiana, as shown in Plat Book 37, Page 59 in the Office of the Recorder of Lake County, Indiana

Also known as 1901 Fisher Street, Munster, IN 46321

This Mortgage is given to secure payment of an indebtedness of the Mortgagors to the Mortgagees as evidenced by their Promissory Note (hereinafter called "Note") in the principal sum of FORTY-THREE HUNDRED (\$4,300.00) DOLLARS, dated the 3rd day of November, 1996. Said Note and all of its terms and conditions are incorporated herein by reference and this Mortgage shall secure any and all extensions thereof. This Mortgage further secures the payment of all sums expended or advanced by Mortgagees pursuant to any term or provision of this Mortgage or the Note and further secures the performance of each and every covenant and agreement of the Mortgagors as herein or therein contained.

As Consideration, it is hereby covenanted and agreed by the Mortgagors to and with the Mortgagees as follows:

1. That Mortgagors shall pay the Note at the times and in the manner provided therein;
2. That Mortgagors will not permit or suffer the use of any part of the Real Estate for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That upon default hereunder, Mortgagees shall be entitled to the appointment of a receiver by any court having jurisdiction, after appropriate notice, to take possession and protect the Real Estate described herein and operate the same and collect the rents, profits, and income therefrom, if any;

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4. That the Mortgagors shall keep the Real Estate and the improvements now existing or hereafter erected upon said Real Estate insured against loss by fire and other hazards, casualties, and contingencies, and all such insurance shall be evidenced by standard fire and extended coverage insurance policies, in amounts not less than necessary to comply with the applicable co-insurance clause percentage. But in no event shall the amounts of coverage be less than ninety (90%) percent of the insurable value of the Real Estate and improvements, nor less than the unpaid balance of any and all mortgages now existing or hereafter existing upon the Real Estate, whichever is the lesser. In the event of a default in the coverage of the same, the Mortgagees shall have the right to purchase and put such insurance coverage into effect and charge the Mortgagors accordingly. Any and all such policies shall be endorsed with standard clauses reflecting loss payable to the Mortgagees to the extent of their interest in said Real Estate and a certificate confirming the existence of such coverages shall be deposited with the Mortgagees and kept timely, and shall include a clause obligating the insurance carriers to notify the Mortgagees in writing not less than 10 days prior to any cancellation or adjustment in the same;

5. That Mortgagors shall take reasonable care of the Real Estate and the improvements thereon and shall maintain the same in good repair and condition, ordinary depreciation excepted and shall commit no waste or nuisance upon the same;

6. That the Mortgagors further covenant that they will not hereafter voluntarily create or permit to be created against the Real Estate any lien or liens superior to the lien of this Mortgage;

7. That the Mortgagees shall have the right to inspect the Real Estate at any and all reasonable times;

8. That in case of foreclosure of this Mortgage in any court and whether or not any order or decree shall have been entered therein, a reasonable sum shall be allowed for attorney's fee of the Mortgagees in any such proceedings, and in addition thereto, a reasonable sum for any and all other costs and fees incurred by the Mortgagees in the pursuit thereof, including the cost of an abstract of title, title report or commitment for the purpose of such foreclosure. All such sums shall be secured by the lien hereunder and shall become an obligation of the Mortgagors in addition to the balance due upon the Note, and any and all of such costs and fees shall be included in any judgment or decree, including but not limited to, all costs and expenses of suit, advertising, sale and conveyance, reasonable attorney's fees, accountant's fees, stenographer's fees, and all monies advanced by Mortgagees, if any, for purposes authorized in this Mortgage, all interest as provided by the Note, all accrued interest remaining unpaid upon the Note, and all of the principal balance due

upon said Note. If the proceeds of any foreclosure sale are insufficient to pay the total indebtedness, the Mortgagees shall be entitled to a deficiency judgment. Should the Real Estate or any interest therein be assigned, conveyed or transferred, or if title shall vest in any person or entity other than the Mortgagors, then and in that event, all sums due and owing in the Note, and any and all obligations of the Mortgagors as set forth in this Mortgage, shall become immediately due and payable to the Mortgagees;

This Mortgage and all of the covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators and successors of the parties hereto, and to the extent permitted by law shall bind any subsequent owner of the mortgaged premises or any part thereof. The term Mortgagees shall include any lawful owner or holder of the Mortgage debt. Whenever used herein, the singular shall include the plural, the plural the singular, the use of either shall apply to the corporate entity and the use of any gender shall be applicable to all genders.

Provided However, that if the Mortgagors shall perform all of the terms, conditions and covenants of this Mortgage and of the Note secured hereby, then the legal rights and obligations of the parties to this Mortgage and the Note shall cease, become void and of no further effect.

In Confirmation, the said Mortgagors execute their signatures below on the date first above set forth, at Munster, Indiana.

MORTGAGORS:



HUGH D. BRAUER



CHARLOTTE G. BRAUER

