

97087253

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

97 DEC 18 PM 12: 07

MORRIS W CARTER

MORTGAGE (Borrower/Mortgagor)

This Indenture Witnesseth, That MANUEL P MONTEIRO AND EUNICE MONTEIRO, (H&W)

(singly or jointly "Mortgagor") of LAKE County, State of Indiana, MORTGAGES and WARRANTS to National City Bank of Indiana, ("Mortgagee") the following described real estate located in

National City Bank of Indiana 101 West Washington Street P.O. Box 5056 Indianapolis, Indiana 46255

LAKE	County, Indiana:			
Common address:	3349 WEST 19TH AV	ENUE GARY	(NORTH TOWNSHIP)	IN
The Legal Description		(Oity)	(Twp.)	(State)
<u>-</u>		1 AND 12 IN DLO	27 4 IN CHEDRAAN DADY	
ADDITION TO T	OLLESTON, IN THE CI	TY OF GARY. AS	CK 1 IN SHERMAN PARK PER PLAT THEREOF, REC	CORDED
IN PLAT BOOK			ORDER OF LAKE COUNT	
INDIANA.				
	en e			
ing and a second se				ow or hereafter located upo
("Loan Documents"		44100107	ر بین د شد به به ماهد د است. محمد مطابع	
a nr	omissory note dated	11/28/87	,, in the amo	ount of \$ 27220 00
and				
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with terms of paym	ent as provided therein	, and all renewals	, extensions, amendmen	ts and replacements thereo
together with all ot	her obligations provided	d for under this M	ortgage.	
For the pur	pose of inducing the M	ortgagee to make	the loans hereby secure	ed, the Mortgagor represent
				nises, that legal title theret except current taxes an
FIRST MORTGAGE	agas bas the agas situa	ad the cutherity t	o execute this Mortgage.	
	its and agrees with Moi		o execute this Mortgage.	
FIRST: Mortgagor	will pay all indebted	ness secured by		lue, together with costs of
			rom valuation and appraisely in the second contract of the second co	sement laws. t the Mortgaged Premises (
				rmit any lien to attach to th
written consent.	s or any part thereof o	r turtner encumbe	er the Mortgaged Premise	es without Mortgagee's prid
				nd shall not commit or allow
				at all times hazard (fire an unt of indebtedness secure
hereby or the repla	cement value of the N	Nortgaged Premise	es, if greater, such insu	rance to be in amounts an
				nt in favor of Mortgagee. which in its judgment may b
necessary to perfect	ct or preserve the secu	rity intended to b	e given by this Mortgage	e. Such sums may include
but are not limited the Mortgaged Pre	to, insurance premium mises or any part there	is, taxes, assessment and all costs.	ients and liens which ma expenses and attorneys	ay be or become a lien upo ' fees incurred. All sums o
money so paid sha	III be and become a pa	art of the mortgag	e debt secured hereby a	and payable forthwith at th
same rate of interest so paid by it.	st that is disclosed in t	he Loan Documen	ts and the Mortgagee sh	all be subrogated to any lie
so paid by it.				

(Rev. 6/97) 0220M

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FIFTH: Upon any default by Mortgagor under this Mortgage or under the terms of the Loan Documents secured by this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or for any part the Mortgaged Premises the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues, income or profits and apply the same to the payment of indebtedness secured hereby or leave a receiver appointed to take possession of the Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgages Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition and not in limitation of any rights or remedies which Mortgage may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

SIXTH: If Mortgagor shall encumber, sell, assign or otherwise transfer ownership of or any interest in the Mortgaged Premises or any part thereof without prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and

payable.

\$ 56163.60 and provided further that such future advances are equally secured and to the same extent and priority as the amount originally advanced on the security of this Mortgage. The Mortgagee at its option may accept a renewal note, or replacement Loan Documents, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this Mortgage in any manner.

This mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagor to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtendess stating that said notes or other evidence of indebtedness are secured hereby.

EIGHTH: All rights and obligations of Mortgagor hereunder shall be binding upon all heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 3RD day of DECEMBER MANUEL P MONTEIRO **EUNICE MONTEIRO** Printed Printed Signature Signature Printed Printed INDIANA STATE OF SS. COUNTY OF LAKE Before me, a Notary Public in and for said County and State, appeared _ MANUEL P MONTEIRO AND EUNICE MONTEIRO, (H&W) each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage. day of DECEMBER Witness my hand and Notarial Seal this County of Residence: TAKE Signature Printed Name _ My Commission Expires: 10/24/00

IRMA DEJESUS

This Instrument prepared by

VICTORIA

JÉNKINS

of National City Bank of Indiana