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RECORDER

**REAL ESTATE MORTGAGE
(INDIANA DIRECT-NOT FOR PURCHASE MONEY)**

MORTGAGE DATE

June - 05 - 98
MO DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW,

MORTGAGEE		MORTGAGEE	
NAME(S)	Hattie Johnson k/n/a Hattie Scott Kevin B. Johnson Bralon R. Johnson	NAME(S)	BANK CALUMET, NATIONAL ASSOCIATION
ADDRESS	1123 Lyons Street	ADDRESS	5231 HOHMAN AVE,
CITY	Hammond	CITY	HAMMOND
COUNTY	Lake	STATE	INDIANA
	STATE	COUNTY	INDIANA
	Indiana	LAKE	

WITNESSETH:

That whereas, in order to evidence their just indebtedness to the Mortgagee in the sum of Sixteen Thousand Seven Hundred Seventy Five and no/100 dollars (\$ 16,775.00) for money loaned by the Mortgagee, the Mortgagor(s) executed and delivered their certain Instalment Note & Security Agreement of even date, payable as thereby provided to the order of the Mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the rate stated in the Instalment Note & Security Agreement of even date, said indebtedness being payable as follows:

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In 96 instalments of \$ 257.62 beginning on the 5th day of July 19 98 and continuing on the same day of each and every month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said Instalment Note & Security Agreement, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns. all and singular the real estate situate, lying and being in the County of Lake

State of Indiana, known and described as follows, to-wit:

PROPERTY DESCRIPTION

Lot 16, Block 8, Maywood Addition in the City of Hammond, as shown in Plat Book 11, page 32, in Recorders Office, Lake County, Indiana, commonly known as 1123 Lyons Street, Hammond, Lake County, Indiana.

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together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure, or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements Thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged

property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which I, may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches 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 Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF INDIANA, }
COUNTY OF LAKE }

ss:

Before me, the undersigned, a Notary Public in and for said County and State on this 5th day

of June 19 98 personally appeared Hattie Scott, Kevin B. Johnson, Bralon R. Johnson and acknowledged the execution of the above and foregoing mortgage.

Witness my Signature and Seal

[Signature]

Notary Public

My Commission Expires

MY COMMISSION EXPIRES OCTOBER 15, 1999

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

Hattie Johnson
Hattie Scott
Mortgagor Hattie Johnson (Seal)

Mortgagor now known as HATTIE SCOTT

Bralon R. Johnson
Mortgagor Bralon R. Johnson (Seal)

Kevin B. Johnson by P.O. Hattie Scott
Mortgagor Kevin B. Johnson - with Power of Attorney to Hattie Scott (Seal)

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BANK CALUMET
P.O. BOX 69
HAMMOND, INDIANA 46325
INSTALMENT LOAN DEPT.

THIS INSTRUMENT PREPARED BY: Diane H. Sobota, Vice President

SPECIAL POWER OF ATTORNEY

PREAMBLE: This is a **MILITARY POWER OF ATTORNEY** prepared pursuant to Title 10, United States Code, § 1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS:

That I, **KEVIN BARNALL JOHNSON**, currently residing in the State of Washington, and now in the military service of the United States of America as a member of the United States Navy, by this document do make and appoint **HATTIE SCOTT**, whose present address is 1123 Lyons St., Hammond, Indiana, as my true and lawful attorney-in-fact to do and execute (or to act with persons jointly interested with myself therein in the doing or execution of) any or all of the following acts or things:

To contract for a loan not to exceed **TWENTY THOUSAND dollars (\$20,000)** from a bona fide financial institution in my name and on my behalf under such terms as my said attorney-in-fact shall see fit and to execute in my name applications or other documents which may be required by law or regulation to effect such loan; to receive, endorse and collect checks payable to me pursuant to this loan.

I HEREBY GIVE AND GRANT TO my said attorney-in-fact full power and authority to perform every act and thing whatsoever that is necessary or appropriate to accomplish the purposes for which this Power of Attorney is granted, as fully and effectually as I could do if I were present; and I hereby ratify all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this document.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney-in-fact for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney-in-fact and the designation "attorney-in-fact."

I FURTHER DECLARE that any act or thing lawfully done hereunder by my said attorney-in-fact shall be binding on myself and my heirs, legal and personal representatives and assigns, whether the same shall have been done either before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney-in-fact.

FURTHER, this power of attorney shall remain in full force and effect until 21 May 1999, unless sooner revoked by me, provided, however, that such prior revocation shall be of no effect in respect to parties acting or things done in reliance hereon prior to receipt by them of such notice of revocation as may be prescribed by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this day, 26 May 1998.



KEVIN BARNALL JOHNSON

ACKNOWLEDGEMENT

State of Washington)
County of Island) SS.:
)

Before me, a notary public, personally appeared KEVIN BARNALL JOHNSON, who, having produced a Uniformed Services Identification Card, is known to me to be the identical person who is described herein, and who signed and executed the foregoing instrument on this day, 26 May 1998, as a true, free, and voluntary act and deed, for uses, purposes, and considerations therein set forth.

C. C. MCKEEVER

C. C. MCKEEVER, W2165 USN
NAVLEGSVCOFF NORTHWEST

NAME: _____

Notary Public

My Commission Expires: 05/05/00

10 U.S.C. sec. 1044a
NO SEAL REQUIRED

