

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99085287

99 OCT 18 AM 8:34

MORTGAGE BY CARTER  
RECORDER

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

MORTGAGE DATE

Document is  
**NOT OFFICIAL!**

10 - 05 - 99  
MO - DAY - YEAR

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

<b>MORTGAGEE</b>			
<b>NAME(S)</b> Daniel R. Moynihan Finola P. Moynihan husband and wife		<b>NAME(S)</b> BANK CALUMET, NATIONAL ASSOCIATION	
<b>ADDRESS</b> 929 Cornwallis Lane		<b>ADDRESS</b> 5231 HOHMAN AVE,	
<b>CITY</b> Munster		<b>CITY</b> HAMMOND	
<b>COUNTY</b> Lake	<b>STATE</b> Indiana	<b>COUNTY</b> LAKE	<b>STATE</b> INDIANA

**WITNESSETH:**

That whereas, in order to evidence \_\_\_\_\_ their \_\_\_\_\_ just indebtedness to the Mortgagee in the sum of  
Thirty Thousand and 00/00----- dollars

(\$ 30,000.00 ) 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:

13.00  
258599

In 120 instalments of \$ 367.95 beginning on the 5th day of November 19 99 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

Part of Lot 16, Cobblestones Townhomes, Phase Two, an addition to the Town of Munster, as recorded in Plat Book 77, page 69, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northwest corner of said Lot 16; Thence South 00 degrees 50 minutes 32 seconds West, along the West line of said Lot 16, a distance of 8.72 feet to a point of curve; Thence Southeasterly along said curve being concave to the Northeast, and having a radius of 170.00 feet, an arc distance of 94.98 feet to the point of beginning; Thence North 49 degrees 34 minutes 13 seconds East, a distance of 132.04 feet to the Northeasterly line of said Lot 16; Thence South 44 degrees 28 minutes 18 seconds East, along said Northeasterly line, a distance of 28.70 feet; Thence South 49 degrees 34 minutes 13 seconds West, a distance of 136.27 feet to a point on a curve, said curve being the Southwesterly line of said Lot 16; Thence Northwesterly, along said curve being concave to the Northeast and having a radius of 170.00 feet, an arc distance of 28.75 feet, to the point of beginning, all in the Town of Munster, Lake County, Indiana.

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:

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

Before me, the undersigned, a Notary Public in and for said County and State on this 5<sup>TH</sup> day of OCTOBER 1999 personally appeared \_\_\_\_\_ and acknowledged the execution of the above and foregoing mortgage.

Daniel R. Moynihan (Seal)  
Mortgagor Daniel R. Moynihan

Finola P. Moynihan (Seal)  
Mortgagor Finola P. Moynihan

\_\_\_\_\_  
Mortgagor (Seal)

\_\_\_\_\_  
Mortgagor (Seal)

Witness my Signature and Seal

Charlotte Shaw My Commission Expires  
Notary Public

My Commission Expires:  
January 24, 2007

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V  
E  
R  
Y

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

THIS INSTRUMENT PREPARED BY: Douglas C. Clapp, Personal Loan Officer