

5 v.

2000-063712
69391

STATE OF INDIANA
MORTGAGE

THIS INSTRUMENT made this 28th day of August, 2000,
WITNESSETH: That GLORIA M. TOSIOU, ("Mortgagor"), MORTGAGES AND
WARRANTS to: ALEX S. TOSIOU, ("Mortgagee"), the following described
real estate situated in the City of Hammond, County of Lake, State
of Indiana, to-wit:

Woodmar Unit 12, Lots 19 and 20, Block 43, as
shown on the recorded plat in Recorder's
Office of, Lake County, Indiana.
Common Address: 7025 Knickerbocker Parkway,
Hammond, IN
Key No. 36-423-10

Document is
NOT FINAL
This Document is the property of
Chicago Title Insurance Company
together with all building, improvements, appurtenances,
privileges, rights and fixtures therein, thereon or thereto
belonging (hereinafter called the "Real Estate") and the rents and
profits of the Real Estate, which said rents and profits are not
and hereby assigned to Mortgagee as of the date of any default in
the performance of Mortgagor's herein obligations.

IN CONSIDERATION FOR AND TO SECURE THE PAYMENT OF THE
PRINCIPAL SUM OF TEN THOUSAND No/100 DOLLARS (\$10,000.00),
evidenced by that certain Mortgage Note of even date herein within
in said principal amount, payable with interest and in such manner
as set forth therein, and all future advances and additional
amounts, all of said principal and interest payments being payable
in legal tender of the United States of America, at such place in
the United States of America as the legal holder thereof may from
time to time direct, and all principal and interest payments being
with attorneys' fees and without relief from valuation and
appraisement laws of Indiana, and bearing interest after maturity
until paid at the highest rate for which it is now lawful to
contract in Indiana;

AND LIKEWISE IN CONSIDERATION FOR AND TO SECURE THE
PERFORMANCE by Mortgagor of all Mortgagor's covenants, agreements,
promises, payments and conditions hereinbefore or hereinafter set
out, those set out in that certain note dated August 28, 2000,
2000, (hereinafter the "Note"), (which, together with said Mortgage
Note and this Mortgage are hereinafter collectively called the
"Loan Documents"), Mortgagor covenants with Mortgagee and warrants
and represents as follows:

1. Title To and Condition and Use of Real Estate. That
Mortgagor owns the Real Estate in fee simple; that this instrument
is a valid and subsisting first mortgage and lien thereon; to
deliver contemporaneously herewith to Mortgagee a satisfactory
title insurance policy to be held by Mortgagee until this
Mortgage is fully satisfied; that upon default by Mortgagor in any
of its obligations hereunder, or under the Loan Documents, to
procure at its own expense a continuation of said title insurance
policy to the date of default, by by a title insurance company

CTIC Has made an accomodation recording of
the instrument. We Have made no examination
of the instrument or the land affected.

18.00
72.00
C.S. 18 Cash

designated by Mortgagee, and deliver same to Mortgagee; upon any foreclosure hereof, Mortgagor to procure and furnish a like continuation of title insurance policy to and including the expiration of the time for redemption, if any, of the Real from the sale had under such foreclosure; to execute and deliver all further instruments necessary or deemed so by Mortgagee to effectuate the first mortgage security hereby intended to be given; to pay all indebtedness hereby secured as the same becomes due; to perform all covenants, agrees and obligations under the loan documents; to keep the Real Estate in good repair and not to suffer or permit waste thereon; to pay all taxes, impositions and assessments levied against the Real Estate and premises and to make all such payments when due, and to file receipts therefore with Mortgagee within ten (10) calendar days thereafter; to suffer or permit no liens of mechanics or materialmen to attach to the Real Estate; to pay, when the same become due, all encumbrances and liens upon the Real Estate; to permit nothing unlawful to be done upon the Real Estate or any thing that might impair the value of the security intended to be effected by this instrument; to comply with all laws, ordinances and rulings of the governmental agency in which the Real Estate is located relating to the Real Estate; to keep the premises herein described constantly insured for their full insurable value against the loss or damage by fire, lightening, tornado, windstorm, cyclone and plate glass, damage and otherwise in such manner as deemed necessary by the Mortgagee under the Loan Documents, to likewise procure any and all other kinds of insurance, all such forms of insurance to be in such insurance companies as Mortgagee may approve, with a mortgage clause in said insurance policies in favor of Mortgagee for the full amount of all indebtedness now due or hereinafter due hereunder, and immediately to deliver such policies to Mortgagee, performed and not less than thirty (30) days before the expiration of any of such policies, renewals thereof shall be procured and forwarded to Mortgagee, and in the event of any such sums becoming due under any of the said policies the same may be collected by Mortgagee and at its option applied either upon principal or interest due or to become due after this Mortgage and the obligations secured hereby or may be released to the Mortgagor upon his having repaired and replaced all damages covered by such insurance and in the event any sums are so released to the Mortgagor no part thereof shall be treated as a a payment upon any obligations secured by this mortgage; that all obligations of the Mortgagor hereunder and under the Loan Documents, shall continue in full force and effect until all of the herein described obligations are fully performed and paid; that the Mortgagee may be at any time, by written agreement therefore with Mortgagor and without notice to any persona, extend the time for the performance of Mortgagor's obligations hereunder of any part hereof, w without thereby impairing, effecting, postponing or subordinating the lien of this Mortgage or releasing any person from liability hereunder that upon suit being brought to foreclose any lien upon the hereinbefore described premises, this Mortgage may be foreclosed for the entire principal sum, interest, expenses, obligations and attorneys' fees hereby secured.

2. Future Advances and Additional Amounts. It is agreed and intended by the parties that the Mortgagee may make future advances to one or more of the Mortgagors, in an amount or amounts exceeding that of the obligation initially secured by this Mortgage or which may otherwise may become due as a result of such initial obligation. If such future advances or additional amounts are made, this Mortgage shall secure the payment of any and all such future advances and of any such additional amounts, whether or not said future advances or additional amounts are in any way related to, are of the same class as, or made for a similar or related purpose as, the obligation initially secured hereby; and further, whether or not there is any additional or other security given for such future advances or for such additional amounts; and further whether or not all, or only one or some, of the undersigned Mortgagors are personally or principally obligated for the payment of such future advances or additional amounts, whether jointly or severally, and whether or not a third personal or entity and not a party hereto is also personally or principally obligated thereon whether jointly or severally; and further, regardless of whether or not the Real Estate is owned by the Mortgagors as husband and wife as tenants by the entireties and such future advances or additional amounts are the personal or principal obligation of only one of them; and further, whether or not the initial obligation secured hereby has been paid in whole or in part; and further, whether or not the Mortgagee shall have assigned or otherwise transferred its interest in the Real Estate to an assignee or a successor in interest, and whether or not such assignee or a successor in interest, and whether or not such future advances or additional amounts are made to Mortgagors by the Mortgagee or its assigns or its successors in interest; and further, whether or not there are any, or were any oral representations or other provisions of the Mortgage or any other document executed and/or delivered in conjunction with or related to the initial obligation secured hereby which are or may be construed to be in conflict with or in derogation of this paragraph in any manner whatsoever. Provided further, that such future advances or additional amounts are equally secured and to the same extent as the initial obligation secured hereby. The Mortgagee, its assigns and successors, at its option may accept a renewal note, or notes at any time for any portion of the initial obligation secured hereby, or for any portion of any such future advances or additional amounts secured hereby, and may extend the time for payment of any or all of said obligations without affecting the security of this mortgage and any manner whatsoever.

3. Foreclosure Rights and Default. That in the event of foreclosure of this Mortgage a reasonable sum shall be allowed for the attorneys' fees of Mortgagee, and also reasonable charges for all outlays incident to such foreclosure shall be allowed, and all such attorneys' fees and incidental charges shall be and become so much additional indebtedness hereby secured; that in the event of failure of the Mortgagor to keep, perform and pay each and every one of its covenants, agreements, payments and obligations hereinabove specified, and as set forth in the Loan Documents, the

Mortgagee may, but is not required to do so, perform and keep said obligations, and any such money advanced by Mortgagor to Mortgagee, shall forthwith be due and payable by Mortgagor to Mortgagee, without demand therefore, without relief from valuation and appraisement laws; and with attorneys' fees, and any amount so advanced, shall be and become so much additional indebtedness secured hereby, and in the making of such payment or advance for Mortgagor, it shall not be obligatory upon Mortgagee to inquire into the validity or propriety of any obligation so paid by Mortgagee; that upon any default in payment or performance of the covenants, agreements, payments and obligations of Mortgagor as hereinbefore set out, or as set out in the Loan Document, then the whole amount of the principal sum hereby secured, together with all interest to date and all sums that may have been at the option of the Mortgagee and without notice, become immediately due and payable, and upon any such default the Mortgagee shall have the right immediately to foreclose this Mortgage. The omission of the Mortgagee to exercise said option upon any default as aforeinsaid, shall not preclude it from exercise thereof upon any subsequent default. That the making of any payment by Mortgagee hereunder or under the Loan Documents for any of the purposes permitted, shall in no event construed as a waiver of the right to avail of any breach of covenant committed, but foreclosure of this Mortgage may, at the option of the Mortgagee be had for said default as if no such payment or advancement had been made; that Mortgagor will at all times indemnify and forthwith, on demand, reimburse Mortgagee from and for any loss, damage, expense or costs, including attorneys' fees, arising out of or incurred in connection with any suit or proceeding to which Mortgagee may be made a party by reason of this instrument, and in default of such reimbursement, the amount of such loss, damage, expense or costs, together with interest thereon at the highest rate for which it is now lawful to contract in Indiana, shall immediately become so much additional indebtedness secured by this Mortgage and payable immediately; that all rights and remedies hereby secured to Mortgagee are cumulative and not in any way in derogation of the rights of Mortgagee under the law of Indiana; that the covenants, agreements and promises of the Mortgagor herein shall run with the land as a condition upon which the loan hereby secured was made, are of the essence of this instrument and any breach thereof shall be deemed a material breach going into the substance of hereof, and Mortgagor expressly waives its right to relief at law or equity from any forfeiture herein provided.

4. Appointment of Receiver. In any foreclosure proceedings the Mortgagee may request the appointment of a receiver for the benefit of Mortgagee, and for said receiver to have all powers usually incident to receivers appointed during the pendency of mortgage foreclosures and during the period for redemption, if any, from judicial sale.

5. Release of Mortgage. That whenever the Mortgagor shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly

