

# REAL ESTATE MORTGAGE

69450

This indenture witnesseth that THOMAS F. CIZON and CAROLYN JO CIZON, Husband and Wife

Chicago Title Insurance Company

of Lake County, Indiana as MORTGAGOR,

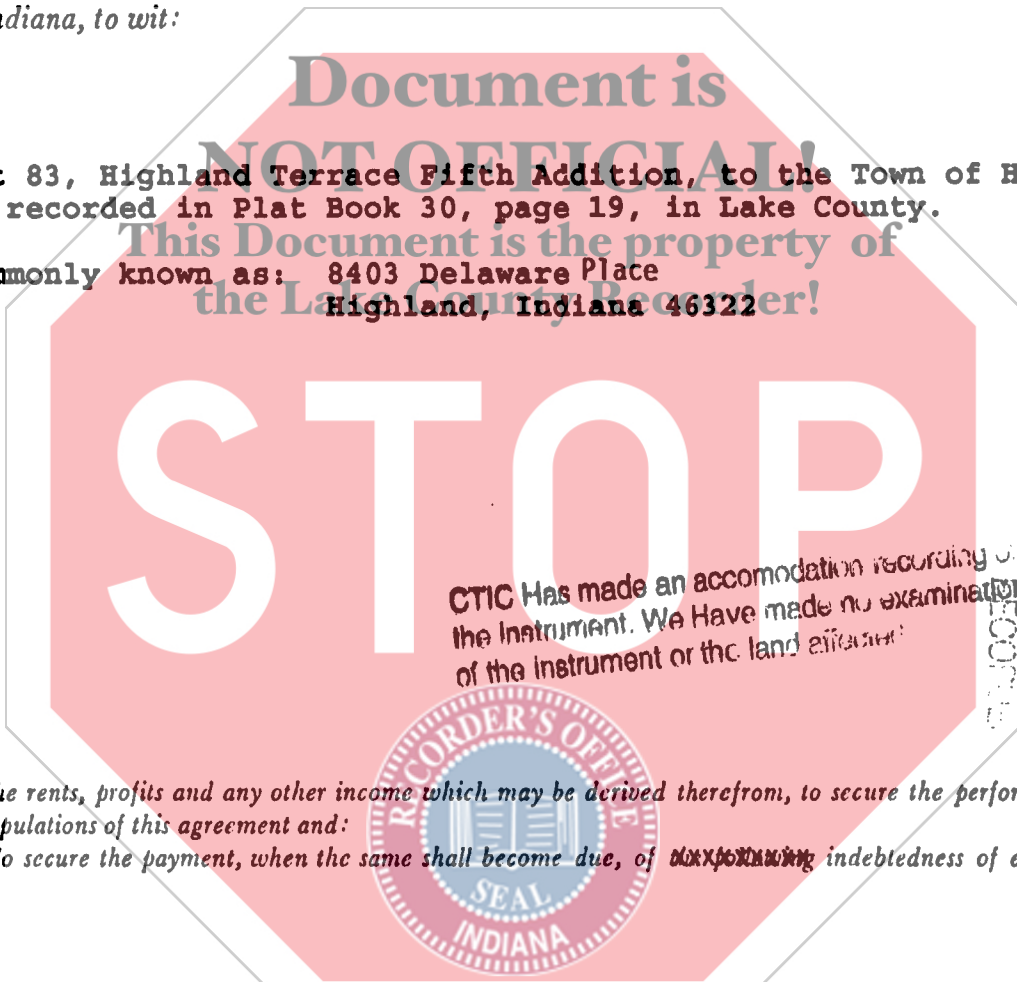
Mortgages and warrants to FRANK Z. CIZON and LUCYNA MIGALA, Husband and Wife

of Lake County Indiana, as MORTGAGEE,

the following real estate in Lake County State of Indiana, to wit:

Lot 83, Highland Terrace Fifth Addition, to the Town of Highland, as recorded in Plat Book 30, page 19, in Lake County.

Commonly known as: 8403 Delaware Place Highland, Indiana 46322



2000 079008

2000 OCT 31 AM 10:00

LAKE COUNTY FILED

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of indebtedness of even date herewith:

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

*[Illegible text]*

Handwritten initials: R-06, AC, C-7.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

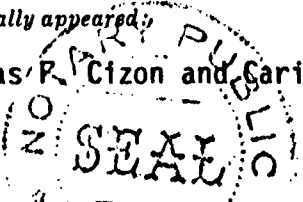


State of Indiana, LAKE County, ss:

Dated this 19 day of OCT. 19 2000

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of October, 2000 xx personally appeared;

Thomas F. Cizon and Carilyn Jo Cizon



and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires January 31, 2007

\_\_\_\_\_  
Notary Public

Joseph E. Costanza Printed Signature

Resident of Porter County

Thomas F. Cizon Seal

Carilyn Jo Cizon Seal

CAROLYN JO CIZON

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Seal

This instrument prepared by Joseph E. Costanza, Attorney at Law

Mail to: Burke Costanza & Cuppy, LLP, 720 W. Chicago Ave., Suite 238, East Chicago, IN 46312