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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 OCT -8 AM 9: 17

MICHAEL B. BROWN RECORDER

Parcel #45-09-16-283-039.000-021

Return Recorded Document to: William J. Cunningham, Attorney 2637 45<sup>th</sup> St., Highland, IN 46322

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that CHRISTOPHER S. KING and AMANDA C. KING, Husband and Wife, (the "Mortgagors") of Lake County, State of Indiana,

MORTGAGE AND WARRANT FO: LINDA is KNYC, (the Workgages") of Lake County, State of Indiana, the following described heal estate in County Container!

LOTS 27, 28, 29 AND 30, BLOCK 12, PARK RIDGE ADDITION TO EAST GARY, CITY OF LAKE STATION, AS SHOWN IN PLAT BOOK 12, PAGE 27, LAKE COUNTY, INDIANA.

Commonly known as: 5022 E. 25th Ave., Lake Station, IN 46405

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the periodic of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith, in the principal amount of ONE HUNDRED SIXTEEN THOUSAND DOLLARS (\$116,000.00) with interest as therein provided pursuant to the terms contained in said Promissory Note.

Said principal and interest are payable as follows: LINDA D. KING, 2007 Lake Ave., Whiting, IN 46394.

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The Mortgagors covenant and agree with the Mortgagee that:

- 1. <u>Payment of Indebtedness</u>. The Mortgagors shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws and with attorneys' fees.
- 2. <u>No Liens</u>. The Mortgagors shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance. The Mortgagors shall keep the Mortgaged Premises in good repair and shall not consult waste the consultation in the Mortgage against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagors as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. <u>Taxes and Assessments</u>. The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security. The Mortgages may, at her option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per cent (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and hens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

- 6. <u>Default by Mortgagors</u>; <u>Remedies of Mortgagee</u>. Upon default by the Mortgagors in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagors hereunder, or if the Mortgagors shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagors or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due. Mortgagee will not take any action to foreclose on the Mortgage unless and until Mortgagors are behind more than five (5) consecutive monthly payments.
- 7. Non-Waiver: Remedies Comulative Nordelay by the Mortgage in the exercise of any of her rights hereunder shall preclude the exercise thereof so long as the Mortgagors is in default hereunder, and no failure of the Mortgagee to exercise any of her rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagors hereunder. The Mortgagee may enforce any one or more of her rights or remedies hereunder successively or concurrently.
- 8. Extensions: Reductions: Renewals: Continued Liability of Mortgagors. The Mortgagee at her option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien-holder, and without the consent of the Mortgagors if the Mortgagors has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of the mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagors to the Mortgagee.
- 9. General Agreement of Parties. All rights and obligations bereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage, this \_\_\_\_\_\_ day of

September, 2015.

CHRISTOPHER S. KING

STATE OF INDIANA

COUNTY OF LAKE

This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared the within named CHRISTOPHER S. KING, who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal this 16th day of September, 2015.

Theresa L. Clements lotary Public, State of Indiana Lake County NDIANA

STATE OF INDIANA
) ss:
COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared the within named AMANDA C. KING, who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notaria Seal this long dy of September, 2015.

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OTAShe Lake County RARY PUBLIC SIGNATURE

SEAL

Theresa L. Clements
Notary Public, State of Indiana
Lake County Commission Expires: 07/07/2016

WILLIAM J. CUNNINGRAM (ATTORNEY #3471-45)
HILBRICH CUNNINGHAM DOBOSZ VANOVICH & SANDOVAL, LLP
2637 - 45 ft Street, Highland, IN 46322

This Document Prepared By:

PH: (219) 924-2427 FAX: (219) 924-2481

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

William, I. Cunningham, Hitorney at Law