

FOR ASMT. SEE DOC #

288160

76094

Aafco Heating Company, Inc.
2319 Summer Street
Hammond, Indiana 46320

76094

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Joe M. and Shannon M. Kelly
(hereinafter referred to as "Mortgagor") of Lake County, State of
Indiana, MORTGAGE(S) AND WARRANT(S) to Aafco Heating Company, Inc.

(hereinafter referred to as "Mortgagee"), the following described real estate in Lake
County, State of Indiana:

454 Dallas Street
Gary, Indiana
Also known as:
Lot #24 Block C
Leshwood on West 5th
Second Addition
Key #45-286-24

Document is NOT OFFICIAL the Lake County Recorder!

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STATE OF INDIANA S. S. NO
LAKE COUNTY
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ANDREW J. MICHENKO
RECORDER

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

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note (hereinafter referred to as the "Note") dated September 26, 1970, in the principal amount of One Thousand, Seven Hundred, Forty-nine and 60/100 Dollars (\$ 1,749.60), and payable in 60 monthly installments of \$ 29.75 each commencing on the 24th day of November 19 70.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:
The Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note and in this Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, of fire and extended coverage 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 Mortgagor 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.
The Mortgagor 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.
The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and 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 eight per centum (8%) per annum.

Remedies of Mortgagee.
Upon default by the Mortgagor in any payments provided for in said Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, then and in such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, and this Mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may continue the abstract of title to the Mortgaged Premises, without notice to the Mortgagor, and may add the cost thereof to the principal balance due.
The Mortgagee, at his 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 Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or effect in any manner the personal liability of the Mortgagor to the Mortgagee.
All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to the Mortgage.

IN WITNESS WHEREOF, said Mortgagor has hereunto set (their) (his) (her) hand(s) and seal(s) this 26th day of September 19 70.

Signature Joe M. Kelly (SEAL)
Signature Shannon M. Kelly (SEAL)

STATE OF INDIANA }
County of Lake } This instrument prepared by Arlen R. Messenger

Before me, a Notary Public in and for said County and State, personally appeared Joe M. Kelly and Shannon M. Kelly who acknowledged the execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this 26th day of September 19 70

My commission expires 2/27/71 Signature Arlen R. Messenger
Printed Arlen R. Messenger
NOTARY PUBLIC