

Mail to: Waterfield Moregage Co., Inc. P. O. Box 600 South Bend, IN 46624

§ 589245

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH THAT RICHARD G. HIMES and
SHERRY L. HINES, husband and wife
(hereinafter called "Mortgagor") Mortgages and Warrants to
WAYNE MORTGAGE COMPANY, INC. (hereinafter
called "Mortgagee"), an Indiana Corporation, to secure an indebtedness
of Nine thousand four hundred eighty-eight and 64/160 Dollars
(\$ 9,488.64), the last installment of which is scheduled to be
paid on July 1 , 19 87 , the following described real estate
located in Lake County, Indiana, to wit:

Lot 4, Block 4, Hillcrest Heights Third Addition, Unit No. 2, in the City of Hobert, as shown in Plat Book 32, page 67, Lake County, Indiana.

JUN 39 10 39 AM BILLSKI JAN RECORDER

(hereinafter called "the real estate") and to secure the performance of all covenants and agreements herein contained. Improvements and fixtures which may hereafter become a part of the real estate are also subject to this mortgage. The Mortgagor expressly agrees to pay the sum of money above stated according to the terms of the promissory note which evidences said obligation, and upon failure to do so, or upon default by Mortgagor in respect to any of the terms, covenants, and agreements herein contained, the Mortgagee may at its election and without notice declare the entire unpaid balance and all other sums due under the note or this mortgage immediately due and payable, without relief from valuation or appraisement laws and, after such default and after referral to an attorney not an employee of mortgagee, with reasonable attorney fees; provided, however, that upon payment in full or entry of judgment on the Note secured hereby, credit will be given for unearned portion of loan finance charge pursuant to the Indiana Uniform Consumer Credit Code.

Mostgagos further covenants and agrees:

- l. Mortgagor shall pay all taxes and assessments upon the real estate when due and shall maintain fire and extended coverage insurance on the real estate. Insurance shall be provided in an amount, and by an insurer, and with terms and conditions satisfactory to Mortgagee, and shall contain a standard mortgagee clause for the benefit of Mortgagee.
- 2. Mortgagor shall maintain the real estate in a good state of repair and in a sanitary condition, shall not commit waste, and shall comply with all laws, ordinances or governmental regulations pertaining thereto. Mortgagor will not suffer or permit any other liens or encumbrances to attach to the real estate, excepting only current taxes and assessments not delinquent. No improvements or fixtures shall be removed from the real estate without prior written consent of Mortgagee.
- 3. In case of any delinquency or default hereunder the Mortgages is authorized, at Mortgagor's expense, to obtain a current abstract or title search for use in connection with any proposed



mortgage foreclosure proceedings. If Mortgagor shall fail to pay when due any taxes or insurance premium for the real estate, Mortgagee may pay same. If Mortgagor shall fail to keep the real estate in a good condition of repair or shall permit the real estate to be in danger of the elements, vandalism, or damage from other cause. Mortgagee may take such steps as are necessary in its judgment to protect the real estate. All sums expended by the Mortgagee for any of the foregoing purposes shall become a part of the indebtedness secured by this mortgage and payable forthwith.

- 4. The provisions of this mortgage shall be binding upon the Mortgagor and upon the heirs, personal representatives, successors and assigns of the Mortgagor.
 - 5. Additional Covenants.

None

IN WITNESS WHEREOF the Mortgagor has executed the this 23rd day of, 19 80 .	nis instrument
Richard G. Hines	
Sherry L. Henien	
Sherry L/ Hines	•
STATE OF INDIANA:).) SS:	
COUNTY OF St. Joseph).	
Before me, a Notary Public in and for said Count personally appeared Richard G. Sines and Sherry L. Hines	
and acknowledged the execution of the above and foregoing	
as their voluntary act and deed, for the uses and purposes	s thereon
set forth. Witness my Hand and Notarial Seal this 23rd day	of June
19_80.	
St. I the	
	Notary, Public
a resident of St. Joseph County,	
a resident of St. Joseph County,	
My Commission Expires:	

HI 102 Rev. 10/77

This instrument prepared by

Cennis L. Saylor

Vice President