589953

REAL ESTATE MORTGAGE

(Prepare in Triplicate)

MORTGAGOR (Names and Addresses)	MORTGAGEE
Rufus Nelson Geneva Nelson (Husband & Wife) 1437 West 17th Ave. Gary, Indiana 46407	COMMERCIAL CREDIT CORPORATION (Indiana) 5016 Broadway Gary, Indiana 46408
OF Lake COUNTY, INDIANA (hereafter called "Mortgagor")	OF Lake COUNTY, INDIANA (hereafter called "Mortgagee")

First Pmt. Due Date	Final Pmt. Due Date	Loan Number	Date of Note & Loan	Number of Monthly Payments	Amount of Each Pmt.	Amount of Mortgage
08-13-80 Date Due Each Mo. 13th	07-13-85	10469808 G	July 7th, 1980	60	$178.47	Estimated $10711.71

This Indenture Witnesseth, that the above-named Mortgagor mortgages and warrants to the above-named Mortgagee the following described real estate in Lake County, in the State of Indiana, as follows to wit:

Lot No. Sixteen (16), in Block No. Five (5), as marked and laid down on the Recorded Plat of Second Logan Park Addition to Tolleston in the City of Gary, Lake County, Indiana, as the same appears of record in Plat Book Two (2), Page 65 in the Recorder's Office of Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR REC
1980 JUL 9 8 35 AM '80
WILLIAM DELESKI, JR.
RECORDER

(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, to secure payment of the Amount of Mortgage shown above.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith in the amount of Ten thousand seven hundred eleven and 71/100****** Dollars ($10,711.71), the interest as therein provided and with a final maturity date of July 13th, 1985 without any relief whatever from valuation or appraisement laws of the State of Indiana.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

The Mortgagee, at his option, may extend the time for 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. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

The Mortgagor expressly agrees to 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 attorney's fees.

Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trusteee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, 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.

The Mortgagor 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.

ORIGINAL—RECORD
DUPLICATE—CUSTOMER
TRIPLICATE—OFFICE

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. 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 or rates of interest as specified in the Note. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens 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.

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee 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 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.

No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

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. 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.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 07th day of July 19 80

Signature [signature] Signature [signature]

Printed Rufus Nelson Printed Geneva Nelson

Signature _____ Signature _____

Printed _____ Printed _____

STATE OF Indiana
COUNTY OF Lake } SS:

Before me, a Notary Public in and for said County and State, personally appeared

Rufus Nelson (Name of Mortgagor) and Geneva Nelson (Name of Mortgagor)

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 07th day of July 19 80

Signature [signature]

Printed Clarita Patrice Bernardi
NOTARY PUBLIC

My commission expires
March 18th, 1981

The form of this instrument was prepared by the Office of the General Counsel of the Mortgagee, and the material in the blank spaces in the form was inserted by or under the direction of C. E. Kaas

Return to
Commercial Credit Corporation
5016 Broadway, Gary, Indiana 46408