

592178

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REAL ESTATE MORTGAGE

River Oaks West #15
Salem City Ill.

THIS INDENTURE WITNESSETH, That James Henry and Rebecca Henry His wife hereinafter called Mortgagors of Lake County, in the State of Indiana Mortgage and Warrants to HARRISCORP FINANCE CORPORATION hereinafter called Mortgagee, of Cook County, in the State of Illinois, the following described Real Estate situated in Lake County, in the State of Indiana, as follows, to wit:

The East 60.0 feet of the West 490.00 feet (except the North 40.0 feet thereof), of the North 360.00 feet of the Northwest Quarter Northwest quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian lying West of the Right of Way of Illiana Co. in Lake County, Indiana. Commonly known as: 715 Math St. Schererville, Indiana.

STATE OF INDIANA, S. E. 1
LAKE COUNTY
RECORDED
JUL 29 11 24 AM '80
WILLIAM BIELSKI JR
RECORDER

to secure the repayment of a promissory note of even date herewith in the amount of \$ 2939.70 (Total of Payments) which amount includes an Amount Financed (principal amount of loan) in the amount of \$ 2400.00 and a Finance Charge in the amount of \$ 539.70 executed by the Mortgagors and payable to the Mortgagee, on or before 30 months after date, in installments, all as provided in said note, and any renewal thereof; the Mortgagors expressly agree to pay the sum of money above secured, all without relief from valuation or appraisal laws, and with attorney's fees; and upon failure to pay any installment on said note, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall immediately be due and payable, and this mortgage may be foreclosed accordingly; it is further expressly agreed by the undersigned, that until all indebtedness owing on said note or any renewal thereof is paid, said Mortgagors shall keep all legal taxes and charges against said premises paid as they become due, and shall keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interests may appear, and the policy duly assigned in the amount of Twenty nine hundred Dollars (\$ 2939.70), and failing to do so, said Mortgagee may pay said taxes, charges and/or insurance, and the amount so paid shall be and become a part of the indebtedness secured by this mortgage, if not contrary to law this mortgage shall also secure the payment of all renewals and renewal notes hereof, together with all extensions thereof, and this mortgage shall in addition secure further or additional advances made by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, a refinancing of the unpaid balance of the indebtedness stated above, a renewal thereof or both, as evidenced from time to time by a promissory note or notes, in accordance with the terms thereof. The mortgagors for themselves, their heirs, personal representatives and assigns, covenant and agree to pay said note as it becomes due and to repay such further advances, if any, as provided in the note or notes evidencing such advances.

And the Mortgagors covenant that at all times during the continuance of this mortgage, they will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagors agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with attorney's fees not in excess of the unpaid debt after default pursuant and subject to the Uniform Commercial Credit Code. In the event Mortgagors default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgagors agree to be indebted to Mortgagee thereof in the additional amount so advanced and this mortgage shall also secure such additional debt on the same terms and conditions.

In construing this instrument the gender and number of words may be changed to meet the context.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals this 23rd day of July, 19 80.

Type Name Here (Seal) James Henry (Seal)

Type Name Here (Seal) Rebecca J. Henry (Seal)

Type Name Here (Seal) Rebecca Henry (Seal)

Illinois)
STATE OF INDIANA)
COUNTY OF Cook) SS:

Before me, the undersigned, a Notary Public in and for said County, this 23rd Day of July 19 80 came James Henry & Rebecca Henry His wife and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.
My Commission expires May 1981

Notary Public
George P. O'Connor