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## REAL ESTATE MORTGAGE

THIS INDENTURE, made this 17th day of July, 1930, WITNESSETH, That.....

DICKIE J SMITH & JUDITH A SMITH, husband & wife.....

Mortgagors, of LAKE ..... County, State of Indiana, MORTGAGE AND WARRANT TO

BENEFICIAL FINANCE CO. OF INDIANA ..... a Delaware corporation qualified to do business in the State of Indiana,

having an office and place of business at 1918 E COMMERCIAL, LOVELL, IN ..... LAKE ..... Indiana, County

the following described real estate situated in LAKE ..... County, Indiana.

Lot 4 in Harding-Meyers subdivision, in the Town of Lowell, as per plat thereof, recorded in Plat Book 28, page 63, in the Office of the Recorder of Lake County, Indiana.

REC'D BY RECORDER  
WILLIAM BILESKI JR.  
RECORDER  
08.00

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on said premises, and the rents, issues and profits thereof.

This Mortgage is given to secure the performance of the provisions and payment of indebtedness owed to Mortgagor by Mortgagors pursuant to a certain Revolving Loan Agreement of even date herewith (hereafter referred to as the "Agreement") executed by Mortgagor by which the Mortgagor is obligated to make loans and advances up to \$1600.00.... (hereinafter referred to as the "Line of Credit") which shall be made pursuant to the provisions of the Indiana Uniform Consumer Credit Code.

This Mortgage also secures any and all future loans and advances which Mortgagor shall make to Mortgagors under said Agreement up to the maximum amount shown above as the Line of Credit.

The Mortgagors covenant and agree with the Mortgagor as follows:

1. To pay when due all indebtedness provided in such Agreement or in this Mortgage and secured hereby, without relief from usury and attachment laws.
2. To keep the mortgaged premises in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor to suffer any waste thereon.
3. To keep the mortgaged premises insured against loss by fire and such other hazards, and in such amounts as the Mortgagor shall request, with carriers satisfactory to the Mortgagor, with loss payable to the Mortgagor as its interest may appear.
4. To pay all taxes and assessments levied against the mortgaged premises when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of the Mortgagors to pay any of the foregoing, the Mortgagor, at its option, may pay any and all taxes levied or assessed against the mortgaged premises, prior or senior encumbrances or any part thereof, may so insure the premises, and may undertake the repair of the premises to such extent as it deems necessary, and all sums advanced by the Mortgagor for any of such purposes shall become a part of the indebtedness secured hereby and shall bear interest at the rate of eighteen per cent (18%) per annum from and after the date of payment by the Mortgagor until repaid in full by the Mortgagor.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Agreement, or if the Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for the Mortgagors or any of them or for any part of the mortgaged premises, then the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagor, without notice, and this mortgage may be foreclosed accordingly, whereupon any cost incurred by the Mortgagor or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by said Mortgagor in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the principal balance due.

No delay or extension of time granted or suffered by the Mortgagor in the exercise of its rights hereunder shall constitute a waiver of any of such rights for the same or any subsequent default, and the Mortgagor may enforce any one or more of its rights or remedies hereunder successively or concurrently.

The Mortgagor may, at its sole discretion, extend the time of the payment of any indebtedness secured hereby, or accept one or more renewal notes hereafter, without the consent of any junior encumbrancer or of the Mortgagors if the Mortgagors no longer own the mortgaged premises, and no such extension or renewal shall affect the priority of this mortgage or impair the security hereof or release, discharge or affect the principal liability of the Mortgagors or any of them to the Mortgagor whatsoever.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed to the singular.

IN WITNESS WHEREOF the Mortgagors have executed this mortgage on the day and year first above written.

Signature Dickie J. Smith  
Printed... Dickie J. Smith.....

Signature Judith A. Smith  
Printed... Judith A. Smith.....

Signature \_\_\_\_\_  
Printed.....

#### ACKNOWLEDGMENT

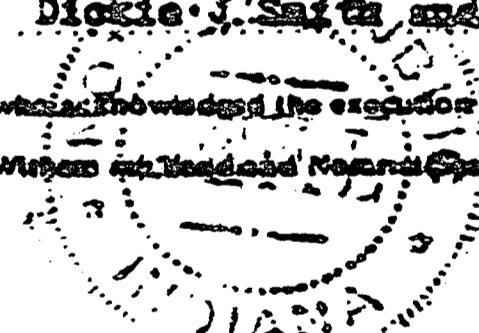
State of INDIANA.....

County of LAKE.....

Before me, a Notary Public is and for said County and State, personally appeared Dickie J. Smith and Judith A. Smith, husband & wife.....

who acknowledged the execution of the foregoing mortgage.

witnessed and sworn to before me this 17th day of July 1980.

  
Mary C. Bandura  
Mary C. Bandura  
Notary Public

My commission expires 9-10-82

This instrument was prepared by Wallace E. Moore

Return to SENIOR FINANCE CO. OF INDIANA .....

1916 E Commercial  
Lewiston, N.Y. 14356

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38