

602571

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REAL ESTATE MORTGAGE

River Oaks West # 11  
Columbus City, Ind

THIS INDENTURE WITNESSETH, That Jerry McAlpine and Carol Mc Alpine (His Wife) hereinafter called Mortgagors of Lake County, in the State of Indiana hereinafter called Mortgagee, of COOK County, in the State of Illinois Mortgages and Warrants to HARRIS CORP FINANCE CORPORATION the following described Real Estate situated in Lake County, in the State of Indiana, as follows, to wit:

Lot 291 in Northgate Fifth Addition to the Town of Dyer as per plat thereof, recorded in plat book 42 page 1, in the office of the Recorder of Lake County, Indiana.

STATE OF INDIANA  
RECORDED  
OCT 14 11 20 AM '80  
WILLIAM HILSKI JR  
RECORDER

to secure the repayment of a promissory note of even date herewith in the amount of \$22,951.32 (Total of Payments) which amount includes an Amount Financed (principal amount of loan) in the amount of \$ 13,000.00 and a Finance Charge in the amount of \$ 10,081.32 executed by the Mortgagors and payable to the Mortgagee, on or before October 1987 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 appraisement laws, and with attorneys 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 13,000.00 Dollars (\$ Thirteen Thousand ), 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 hereof 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 Seventh day of October, 19 80

(Seal) Jerry McAlpine (Seal)  
Type Name Here Jerry McAlpine  
(Seal) Carol McAlpine (Seal)  
Type Name Here Carol McAlpine

STATE OF INDIANA )  
COUNTY OF ) SS:

Before me, the undersigned, a Notary Public in and for said County, this Seventh Day of October 1980, came Jerry McAlpine & Carol McAlpine (His Wife) and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.  
My Commission expires May, 1981  
George P Oconnor  
Notary Public

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