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REAL ESTATE MORTGAGE

THIS INDENTURE, made this 17th day of October 1980, WITNESSETH, That Johnnie L. Williams

and Nellie Williams, Esq.

Mortgagors, of Lake County, State of Indiana, MORTGAGE AND WARRANT TO

BENEFICIAL FINANCE CO. OF Indiana, Mortgagee, a corporation duly authorized to do business in Indiana,

having an office and place of business at 333 W. Lincoln Hwy., Schererville, IN 46375

Lake County, Indiana, the following described real estate situated in Lake County, Indiana:

Lot 9 and the West half of Lot 3, Block 7½ Grand Calumet Addition Gary, as shown in Plat Book 16, page 5, in Lake County, Indiana.

OCT 22 3 31 PM '80
WILLIAM BIELSKI
RECORDED

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 hereof and payment of a certain Promissory Note of even date herewith in the amount of Note of EIGHT THOUSAND FORTY DOLLARS AND ZERO CENTS (\$8,040.00), payable at 30 installments to be due on the First Due Date of 11/23/80 with subsequent installments on the same day of each month thereafter until the Final Due Date of 10/23/85, all as provided on said Note.

The Mortgagors covenant and agree with the Mortgagor as follows:

1. To pay when due all indebtedness provided in such Note or in this Mortgage and secured hereby, without offset from valuation and appraisement 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 require, 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 in 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 paid in full by the Mortgagors.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Note, 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 ascertainment 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 its 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.

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The Mortgagor may, at its sole discretion, extend the time of the payment of any indebtedness secured hereby, or accept one or more received notes therefor, 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 in the singular.

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

Signature Johnnie L. Williams
Johnnie L. Williams
Printed.....

Signature Nellie M. Williams
Nellie M. Williams
Printed.....

Signature _____
Printed.....

ACKNOWLEDGMENT

State of Indiana.....

ss:

County of Lake.....

Before me, a Notary Public in and for said County and State, personally appeared Johnnie L. Williams & Nellie M. Williams

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this ... 17th day of ... October 19 80.

Edward P. Lightner

Notary Public

My commission expires 7/31/82.

This instrument was prepared by Charyl R. Van Winkle.

Return to BENEFICIAL FINANCE CO. OF Indiana.....
... 833 W. Lincoln Hwy.....
... Schererville, IN 46375.....