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CM 105448-80

Pioneer National Title Insurance Co.  
Merrillville, Indiana

VA Form 28-6312 (Home Loan)  
Revised December 1975. Use Op-  
tional. Section 1810, Title 38 U.S.C.  
Acceptable to Federal National  
Mortgage Association.

INDIANA

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# MORTGAGE

This Mortgage, made the 4th day of November, A. D. 1980,  
between Jeffrey L. Hooker and Denise M. Hooker, husband and wife

of the City of Hammond in the county of Lake, and State of Indiana (hereinafter called Mortgagor),  
and

DONALD WEBBER MORTGAGE COMPANY, INC

a corporation organized and existing under the laws of the State of INDIANA  
(hereinafter called Mortgagee),

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee for money borrowed in the principal sum of Thirty Three Thousand Nine Hundred And 90/100----- Dollars (\$ 33,900.00 ), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of Thirteen per centum ( 13 %) per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of Donald Webber Mortgage Company, Inc, or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Three Hundred Seventy Five And 90/100-Dollars (\$ 375.00 ), commencing on the first day of January 19 81 and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of the entire indebtedness evidenced thereby shall be due and payable on the first day of December, 2010

Now, THEREFORE, THIS INDENTURE WITNESSETH: That the Mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the Mortgagee, all of the following-described property, situated in the City of Hammond in the county of Lake and State of Indiana, to wit:

Part of the middle third of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 36 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at the intersection of the South line of Cleveland Avenue and the West line of Monroe Street and running thence South along the West line of Monroe Street, 40 feet; thence West parallel with the South line of Cleveland Avenue, 135.7 feet; thence North parallel with the West line of Monroe Street, 40 feet to the South line of Cleveland Avenue, thence East along the South line of Cleveland Avenue, 135.7 feet to the point of beginning.

STATE OF INDIANA'S SO  
LAKELAND RECORDS  
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WILLIAM BIELSKI JR  
RECORDER

together with all buildings or improvements now or hereafter thereon, and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversions, remainders, and the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises; and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned:

For A-1 See Doc# 606010

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7. He will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 3 hereof, he will pay promptly when due any premiums therefor. In default thereof, the Mortgagee may pay the same. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. In case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate provided for in the principal indebtedness, shall become a part of the debt secured by this mortgage and shall be collectible as such.

9. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced with interest thereon at the rate provided for in the principal indebtedness shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

10. If the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the Mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

11. If any default be made in the payment of the installments provided for in paragraph 3 hereof, or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said Mortgagee, become immediately payable, and the Mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

12. If proceedings to foreclose this mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued, or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the Mortgagor. In the event of a default in any of the conditions of this mortgage the Mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the Mortgagee to foreclose this mortgage because of a default.

13. No sale of the premises hereby mortgaged, no forbearance on the part of the Mortgagee or its assigns, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part, nor shall the full force and effect of this instrument be altered thereby.

14. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

15. In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the Mortgagee will be entitled to a deficiency judgment.

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Notice of the exercise of any option granted to the Mortgage herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with reasonable attorney's fees.

If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgages" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In Witness Whereof, the said Mortgagor has hereunto set their hand and seal this 4th day of November, 19 80

*Jeffrey L. Hooker*  
Jeffrey L. Hooker  
*Denise M. Hooker*  
Denise M. Hooker

This instrument was prepared by D.E. Webber of Donald Webber Mortgage Company, Inc.  
STATE OF INDIANA, }  
COUNTY OF LAKE } sec

Before me, the undersigned, Terrence Bley, an official of Lake County of the State of Indiana, on this 4th day of November, 19 80, personally appeared Jeffrey L. Hooker and Denise M. Hooker, husband and wife and acknowledged the execution of the foregoing mortgage.

Witness my hand and official seal the day and year last above written.

*Terrence Bley*  
Terrence Bley  
Notary Public  
(Indiana)

My commission expires 9-8-84  
County of Residence: Lake

STATE OF INDIANA

Mortgage

TO

Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in \_\_\_\_\_ page Record of the records of \_\_\_\_\_ County, Indiana.

Recorder of \_\_\_\_\_ County, Indiana.

U.S. GOVERNMENT PRINTING OFFICE: 1979-030-110/20