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IN THE STATE OF INDIANA
IN THE CITY OF MARION
INDIANA

2
REAL ESTATE MORTGAGE

6117058

THIS INDENTURE, made this 10th day of November, 1980, WITNESSETH, That... Elroy Joyce, and...
Queen Joyce, husband and wife

Mortgagors, of... J 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 ... 5825 S. Broadway, Merrillville, Indiana 46410

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

Lot 1 and Pt. 2, B 2, Gary Land Co's 6th Sub.

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

This Mortgage is given to secure the performance of the provisions herein and payment of a certain Promissory Note of even date herewith in the Amount of Note of ... Five Thousand Six Hundred Fifty-Two Dollars and No/100 dollars, (\$5,652.00), payable in ... Thirty-six installments to be due on the First Due Date of ... December 17, 1980 with subsequent installments on the same day of each month thereafter until the Final Due Date of ... November 17, 1983 all as provided in said Note.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay when due all indebtedness provided in such Note or in this Mortgage and secured hereby, without relief 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 repaid in full by the Mortgagor.

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 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.

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800-560-0003

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 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 of 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 Leroy Joyce _____

Printed Leroy Joyce

Signature Queen Esther Joyce _____

Printed Queen Esther Joyce

Signature _____

Printed _____

ACKNOWLEDGMENT

State of Indiana _____

County of Perry _____

Before me, a Notary Public in and for said County and State, personally appeared Leroy Joyce & Queen Joyce,
..... husband and wife

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 10th day of November 19 50.

Gloria J. Walton _____

Gloria J. Walton

Notary Public

My commission expires March 27, 1951

This instrument was prepared by Gloria J. Walton

Return to BENEFICIAL FINANCE CO. OF Indiana

5025 S. Broadway

Merrillville, Indiana 46410