

607863

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REAL ESTATE MORTGAGE

THIS INDENTURE, made this 17TH day of NOVEMBER, 1980, WITNESSETH, That FREDERICK HOWE AND JANET HOWE, HUSBAND AND 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 117 W. JOLIET ST. CROWN POINT LAKE Indiana. the following described real estate situated in LAKE County, Indiana.

LOT 12, except a 10 foot strip on the Westerly side of Lot 12 and contiguous to Lot 11, in Block "C" in Parkland Terrace Addition, in the City of Hammond, as shown in Plat Book 24, page 18, in Lake County, Indiana.

STATE OF INDIANA, ss: I, JANET HOWE, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office. WILLIAM HELSKI JR. RECORDER NOV 20 10 49 AM '80

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

This Mortgage is given to secure the performance of the provisions and payment of indebtedness owed to Mortgagee by Mortgagors pursuant to a certain Revolving Loan Agreement of even date herewith (hereafter referred to as the "Agreement") executed by Mortgagors by which the Mortgagee is obligated to make loans and advances up to \$ 5,000.00 (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 Mortgagee 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 Mortgagee as follows:

- 1. To pay when due all indebtedness provided in each Agreement 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 Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee 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 Mortgagee, 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 Mortgagee 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 Mortgagee until repaid in full by the Mortgagors.

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 Mortgagee, without notice, and this mortgage may be foreclosed accordingly, whereupon any cost incurred by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

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The Mortgagee 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 Mortgagee whatsoever.

If there be only one mortgagee, all plural words herein referring to Mortgagee shall be construed in the singular.

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

Signature Fredrick R. Howe

Printed Fredrick Howe

Signature Janet Howe

Printed Janet Howe

Signature _____

Printed _____

ACKNOWLEDGMENT

State of INDIANA

County of LAKE

Before me, a Notary Public in and for said County and State, personally appeared FREDERICK HOWE AND JANET HOWE, HUSBAND AND WIFE

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 17th day of November, 1980.

Barbara A. Morgan
BARBARA A. MORGAN Notary Public

My commission expires 3/19/82

This instrument was prepared by MITCHE HALLETT

Return to BENEFICIAL FINANCE CO. OF INDIANA

117 W. JOLIET ST.
CROWN POINT, IN 46307

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The Mortgagee 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 encumbrances 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 Mortgagee 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 Frederick R. Howe
Printed... **Frederick Howe**

Signature Janet Howe
Printed... **Janet Howe**

Signature _____
Printed.....

ACKNOWLEDGMENT

State of INDIANA
County of LAKE

Before me, a Notary Public in and for said County and State, personally appeared FREDERICK HOWE AND JANET HOWE,
HUSBAND AND WIFE

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