

61982

REAL ESTATE MORTGAGE

2
619827
THIS INDENTURE, made this 26th day of February, 1981, WITNESSETH THAT STEVE J. GORCOS and

GERRIE GORCOS, Husband and Wife, as Tenants by Entireties.....

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 3313 - 145th Street, Highland, Lake, Indiana.

Street Address City County

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

Lot thirty-two (32), Parkview Terrace 1st Addition, in the Town of Dyer, as shown
in Plat Book 14, page 133, in Lake County, Indiana.

REC'D
WILLIAM BIELSKI JR.
RECORDED
MAR 3 3 59 PM '81
CLERK'S OFFICE
LAKE COUNTY
INDIANA

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 and payment of indebtedness owed to Mortgagor by Mortgagors pursuant to a certain Revolving Loan Agreement of even date herewith (hereinafter referred to as the "Agreement") executed by Mortgagors by which the Mortgagor is obligated to make loans and advances up to \$15,000. (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 Mortgagor 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 Mortgagor as follows:

1. To pay when due all indebtedness provided in such Agreement or in this Mortgage and secured hereby, without relief from valuation and appraisal 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 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 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 said 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.

6198619

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 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 Steve J. Gorcos
Printed Steve J. Gorcos

Signature Gerrie Gorcos
Printed Gerrie Gorcos

Signature _____
Printed

ACKNOWLEDGMENT

State of Indiana.....

County of .. Lake.....

Before me, a Notary Public in and for said County and State, personally appeared . Steve J. Gorcos, and Gerrie Gorcos ..

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this ... 26th day of February, 19.81.

Kittie P. Sergeant
Kittie P. Sergeant
Notary Public

My commission expires 3-13-83

This instrument was prepared by John F. Locke, Manager

Return to BENEFICIAL FINANCE CO. OF Indiana.....

... 3313 - 45th Street.....

... Highland, Indiana 46322.....