

620317

REAL ESTATE MORTGAGE

relative to real estate

Lot 31, Block 5
Aetna Manor Second Subdivision
City of Gary, Indiana

THIS INDENTURE WITNESSETH That Elwin W. Brown, Jr. and Judy A. Brown, husband and wife, as tenants by entireties

the "Mortgagor" of Lake County, Indiana, mortgage(s) and warrant(s) to LOCAL FINANCE CORPORATION Portage, Indiana, the "Mortgagee" the following described real estate, in Lake County, Indiana, to-wit

Lot 31, Block 5, Aetna Manor Second Subdivision, in the City of Gary, as shown in Flat Book 28, page 39, in Lake County, Indiana.

Mar 9 1981
WILLIAM GILSKI JR.
RECORDER
I.D. #N 3801

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the payment of one promissory note from mortgagor to mortgagee dated 3/4, 1981 in the amount of \$ 7679.16, payable in 60 consecutive monthly installments, the first installment in the amount of \$ 198.84 due on 4/10, 1981, with the subsequent installments in the amount of \$ 195.00 and being due on the same day of each succeeding month as was the due day of the first installment, the date of the final installment being 3/10, 1986.

And also to secure the payment of any renewals or renewals of the said indebtedness or extensions of its time or times of payment.

The mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness provided including paying all deficiency hereunder without relief from valuation and appraisement laws; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee; observe and perform all covenants, terms and conditions of any other mortgage, promptly pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any other mortgage, and reasonable attorney's fees and court costs which actually are expended in the enforcement of the terms of this mortgage or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing this mortgage or any other instrument securing this loan, and in default in any payment the mortgagee may pay the same and the mortgagor shall ready to the mortgagee the amounts so paid together with interest at eight per cent; no buildings shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments hereinafter specified on the due date hereof, or upon default in any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor without the consent in writing of the mortgagee, or should any action or proceeding be filed in any court to enforce any claim or claim against or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee. Mortgagor includes each such person executing this instrument if more than one, his heirs, successors and assigns and mortgagee includes its successors, executors and administrators.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this 4th day of March, 1981.

Elwin W. Brown, Jr. (Seal)

Judy A. Brown

(Seal)

STATE OF INDIANA, COUNTY OF Porter ss:

Before me, A Notary Public in and for said County personally appeared the above Elwin W. Brown, Jr. and Judy A. Brown, husband & wife, as tenants by entireties and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 4th day of March, 1981.

My Commission Expires: 12/17/82

My County of Residence is: Porter

Sandra Rodgers Notary Public
Donald Steele

THIS INSTRUMENT WAS PREPARED BY Ronald A. Link, Attorney at Law and completed by Donald Steele