

624112

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REAL ESTATE MORTGAGE

THIS INDENTURE, made this 6TH day of APRIL, 1981, WITNESSETH, That ERNEST CARDENAS,

Mortgagor, 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,
Street Address City County
the following described real estate situated in LAKE, County, Indiana.

LOT 53 MORNING SUN HOMES IN THE CITY OF CROWN POINT AS SHOWN IN PLAT BOOK
31 PAGE 63 IN LAKE COUNTY, INDIANA.

APR 9 11 1981
WILLIAM BIELSKY JR.
RECORDED

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 Mortgagor pursuant to a certain Revolving Loan Agreement of even date herewith (hereafter referred to as the "Agreement") executed by Mortgagor by which the Mortgagor is obligated to make loans and advances up to \$10,000.00 (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 Mortgagor shall make to Mortgagor under said Agreement up to the maximum amount shown above as the Line of Credit.

The Mortgagor covenants and agrees 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 Mortgagor 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 Mortgagor in any payment or performance provided for herein or in such Agreement, or if the Mortgagor or any of them be adjudged bankrupt, or a trustee or receiver be appointed for the Mortgagor 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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STATE OF
INDIANA

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 Ernest Cardenas
ERNEST CARDENAS

Printed

Signature

Printed

Signature

Printed

ACKNOWLEDGMENT

State of Indiana
County of Lake

Before me, a Notary Public in and for said County and State, personally appeared ERNEST CARDENAS

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 17th day of April 1981.

Barbara A. Morgan
BARBARA A. MORGAN
Notary Public

My commission expires XXIII 3/19/85

This instrument was prepared by MITCH HALLETT

Return to BENEFICIAL FINANCE CO. OF INDIANA

117 W. JOLIET ST.

CROWN PT., IN. 46307