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Real Estate Mortgage

Goodland, Ind.  
47948

THIS INDENTURE WITNESSETH, That Robert Lee Farney and Jeanette Farney, his wife

of Lake County, Indiana, called "Mortgagor". MORTGAGE AND WARRANT to NEWTON COUNTY LOAN AND SAVINGS ASSOCIATION OF INDIANA, a corporation under the laws of the United States, with its principal

office at 234 South Newton Street, Goodland, Indiana, called "Mortgagee", the following real estate in Lake County, Indiana:

Part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Thirty-four (34) North, Range Nine (9) West, of the 2nd P. M. more particularly described as follows: Commencing 152 ft. North and 1220 ft. West of the SE corner of said NE $\frac{1}{4}$ , thence South 150.6 ft., thence West 109.0 ft., thence North 150.8 feet, thence East 109.0 feet to the place of beginning, in Lake County, Indiana.

ALSO: A permanent easement 40 feet in width to serve as a roadway, in, through, over and across a tract of land situated in the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Sec. 28, Twp. 34 North, Range 9 West of the 2nd P.M., said strip of land 40 feet wide lying 20 ft. on each side of a center line described as beginning at a point on the West side of Lincoln Ave., which point is 172 ft. North of the SE corner of the NE $\frac{1}{4}$  of Sec. 28, and 20 ft. West of the East line of said Quarter Section, and running thence West parallel to the South line of said NE $\frac{1}{4}$  1309.0 feet to a point.

ALSO: Lot E, Utopia, Unit #1 Cedar Lake, Lake County, Indiana

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and all easements, hereditaments, and appurtenances thereof, all rents, issues, income and profits of the premises, and all fixtures now or hereafter attached to the premises including (but not limited to) screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, stoves and water heaters, and apparatus and equipment used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other service.

TO SECURE:

(1) The payment of a note executed by the Mortgagor to the order of Mortgagee bearing even date herewith in the principal sum of Thirteen Thousand Dollars (\$13,000.00), which note, together with interest thereon is therein provided, is payable in regular monthly installments of One Hundred-Ninety-Two and Twenty-Cents Dollars (\$192.20) each, commencing on May 15, 1981 which payments are to be applied, first, to interest, and the balance to principal, until the debt is paid in full, all of which indebtedness Mortgagor promises to pay to the order of Mortgagee without relief from valuation and appraisal laws and with attorneys' fees;

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of the Mortgage, but at no time shall this Mortgage secure advances on account of said original Note and such additional advances in a sum in excess of \$2,500.00; provided, that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage or in the Supplemental Agreement mentioned in the following paragraph; and

(3) All of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a Supplemental Agreement dated, executed and delivered concurrently herewith. Reference is hereby made to said Note and Supplemental Agreement for the full terms and conditions thereof and the same are hereby incorporated herein as fully written verbatim herein.

(4) This mortgage is only assumable by the written consent of the Mortgagee.

The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid by the proceeds of the loan hereby secured.

In this instrument the singular includes the plural and the masculine includes the feminine and neuter. All rights and obligations under this mortgage extend to and are binding upon the respective heirs, personal representatives, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, this Mortgage is dated, executed, sealed and delivered on April 11, 1981

Robert Lee Farney (SEAL)  
Robert Lee Farney  
..... (SEAL)

Jeanette Farney (SEAL)  
Jeanette Farney  
..... (SEAL)

STATE OF INDIANA, COUNTY OF Newton ss:

Before me, a Notary Public in and for said County and State, on April 11, 1981 personally appeared Robert Lee Farney and Jeanette Farney

the above-named Mortgagors, and acknowledged the execution of the foregoing mortgage:

Witness my hand and notarial seal.  
Susan Donahue Notary Public  
County of Residence: Newton  
My commission expires Feb. 28, 1984

RECEIVED FOR RECORD  
This        day of       , 1981  
A.D. at        o'clock        M. and recorded  
in Mortgage Record        Page         
Recorder of        County  
This instrument was prepared by  
Susan Donahue  
for James E. Richards, Attorney at Law  
Goodland, Indiana  
Loan No. 5790

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