

830693

MORTGAGEE: REAL ESTATE MORTGAGE ASSOCIATES FINANCIAL SERVICES COMPANY OF INDIANA, INC.

4462 2932 HIGHWAY AVENUE HIGHLAND INDIANA

Table with columns for account number (062885-2), dates (05-26-81, 07-15-81, 06-15-87), annual percentage rate (18.00%), borrower name (KINNEY, BOBBY L), address (1313 170TH PL), and finance charge (6944.78).

PHYLLIS A KINNEY 72 PAYMENTS OF AT 318.88 FOLLOWED BY 71 AT 244.00

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a note of even date herewith in the total amount stated above.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever; and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of mortgagor's indebtedness for a period not exceeding the term of such indebtedness and to charge mortgagors with the premium thereon, or to add such premium to mortgagor's indebtedness.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due, or if mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of mortgagors herein contained be incorrect or if the mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage.

No failure on the part of mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable. The real property hereby mortgaged is located in Lake County, State of Indiana, and is described as follows: Lot 21, Block 2, Columbia Heights Addition to Hammond, as shown in Plat Book 17, page 2, in Lake County, Indiana.

Commonly known as 1313 170th Place, Hammond, Indiana.

IN WITNESS WHEREOF Mortgagors have executed this mortgage on the day above shown. Bobby L. Kinney MORTGAGOR, Phyllis A. Kinney MORTGAGOR

STATE OF INDIANA, COUNTY OF LAKE, MAY 29 11 29 AM '81, WILLIAM BIELSKY, RECORDER

STATE OF INDIANA, COUNTY OF Lake, SS. Before me, the undersigned, a notary public in and for said county and state, personally appeared Bobby L. Kinney and Phyllis A. Kinney, husband and wife, and acknowledged in the execution of the foregoing mortgage.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 29th day of May, 1981. My Commission Expires: 10-30-84. Notary Public Seal: Daniel R. Shelton

This instrument was prepared by Isbell Clark