

REAL ESTATE MORTGAGE

642045

THIS INDENTURE, made this 24TH day of AUGUST, 1981, WITNESSETH, That KENNETH WEAVER AND

DOROTHY WEAVER, HUSBAND AND WIFE

Mortgagors, of LAKE County, State of Indiana, MORTGAGE AND WARRANT TO

BENEFICIAL FINANCE CO. OF INDIANA, Mortgagee, a corporation duly authorized to do business in Indiana,

having an office and place of business at 117 W. JOLIET ST. CROWN PT., IN 46307

LAKE County, Indiana, the following described real

estate situated in LAKE County, Indiana:

LOTS 27 AND 28 BLOCK 4, PLAT "F", THE SHADES, CEDAR LAKE, AS SHOWN IN PLAT BOOK 11, PAGE 17, IN LAKE COUNTY, INDIANA.

STATE OF INDIANA, S. N. LAKE COUNTY FILED FOR RECORD AUG 27 3 00 PM '81 WILLIAM BIELSKI JR. RECORDER

ALSO KNOWN AS: 6920 W. 13 1/4 AVE. CEDAR LAKE, IN 46303

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 hereof and payment of a certain Promissory Note of even date herewith in the Amount of Note of SIXTEEN THOUSAND TWO HUNDRED THIRTY ONE AND 80/100 dollars, (\$16,231.80), payable in 60 instalments to be due on the First Due Date of 9/27/81 with subsequent instalments on the same day of each month thereafter until the Final Due Date of 8/27/86, all as provided in said Note.

The Mortgagors covenant and agree with the Mortgagee as follows:

- 1. To pay when due all indebtedness provided in such Note 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 Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee 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 Mortgagee, 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 Mortgagee for any of such purposes shall become a part of the indebtedness secured hereby and shall bear interest at the rate of twenty one percent per annum from and after the date of payment by the Mortgagee until repaid in full by the Mortgagors.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Note, 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 Mortgagee, without notice, and this mortgage may be foreclosed accordingly, whereupon any cost incurred by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

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The Mortgagee 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 Kenneth R. Weaver

Printed KENNETH WEAVER

Signature Dorothy Weaver

Printed DOROTHY WEAVER

Signature _____

Printed _____

ACKNOWLEDGMENT

State of INDIANA

County of LAKE

ss:

Before me, a Notary Public in and for said County and State, personally appeared KENNETH WEAVER AND DOROTHY WEAVER, HUSBAND AND WIFE

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 24th day of August, 1981

Barbara A. Morgan Notary Public

My commission expires 3/18/85

This instrument was prepared by MITCH HALLETT

Return to BENEFICIAL FINANCE CO. OF INDIANA 117 W. JOLIET ST. CROWN PT., IN. 46307