

655372

2

THIS INDENTURE WITNESSETH THAT VIRGINIA TREMPER,
of adult age
(hereinafter called "Mortgagor") Mortgages and Warrants to WAYNE MORTGAGE COMPANY, INC. (hereinafter called "Mortgagee"), an Indiana Corporation, to secure an indebtedness of Thirty-three thousand seven hundred fifty-three and 60/100 Dollars (\$ 33,753.60), the last installment of which is scheduled to be paid on January 1, 19 92, the following described real estate located in Lake County, Indiana, to wit:

Lot 15, (excepting therefrom the East 65 feet thereof by parallel lines and also excepting therefrom the South 75 feet thereof by parallel lines) Union Addition to the Town of Lowell, as shown in Miscellaneous Record Page 504, in Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 5 11 02 AM '92
WILLIAM BIELSKI JR
RECORDER

(hereinafter called "the real estate") and to secure the performance of all covenants and agreements herein contained. Improvements and fixtures which may hereafter become a part of the real estate are also subject to this mortgage. The Mortgagor expressly agrees to pay the sum of money above stated according to the terms of the promissory note which evidences said obligation, and upon failure to do so, or upon default by Mortgagor in respect to any of the terms, covenants, and agreements herein contained, the Mortgagee may at its election and without notice declare the entire unpaid balance and all other sums due under the note or this mortgage immediately due and payable, without relief from valuation or appraisal laws and, after such default and after referral to an attorney not an employee of mortgagee, with reasonable attorney fees; provided, however, that upon payment in full or entry of judgment on the Note secured hereby, credit will be given for unearned portion of loan finance charge pursuant to the Indiana Uniform Consumer Credit Code.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNT PAID BY THE DEBTOR HEREUNDER.

Mortgagor further covenants and agrees:

1. Mortgagor shall pay all taxes and assessments upon the real estate when due and shall maintain fire and extended coverage insurance on the real estate. Insurance shall be provided in an amount, and by an insurer, and with terms and conditions satisfactory to Mortgagee, and shall contain a standard mortgagee clause for the benefit of Mortgagee.
2. Mortgagor shall maintain the real estate in a good state of repair and in a sanitary condition, shall not commit waste, and shall comply with all laws, ordinances or governmental regulations pertaining thereto. Mortgagor will not suffer or permit any other liens or encumbrances to attach to the real estate, excepting only current taxes and assessments not delinquent. No improvements or fixtures shall be removed from the real estate without prior written consent of Mortgagee.
3. In case of any delinquency or default hereunder the Mortgagee is authorized, at Mortgagor's expense, to obtain a current abstract or title search for use in connection with any proposed

05/92

mortgage foreclosure proceedings. If Mortgagor shall fail to pay when due any taxes or insurance premium for the real estate, Mortgagee may pay same. If Mortgagor shall fail to keep the real estate in a good condition of repair or shall permit the real estate to be in danger of the elements, vandalism, or damage from other cause, Mortgagee may take such steps as are necessary in its judgment to protect the real estate. All sums expended by the Mortgagee for any of the foregoing purposes shall become a part of the indebtedness secured by this mortgage and payable forthwith.

4. The provisions of this mortgage shall be binding upon the Mortgagor and upon the heirs, personal representatives, successors and assigns of the Mortgagor.

5. The mortgagee may at its election accelerate the indebtedness which this mortgage secures, and declare the entire amount of the unpaid balance of the loan secured by this mortgage to be immediately due and payable in the event that the real estate described in the mortgage, or any interest therein, is sold, transferred, conveyed or assigned by the mortgagors to any other person or persons, firm, organization or entity. Without limitation, the mortgagee may declare the entire balance secured by this mortgage to be immediately due and payable in the event that the mortgagors shall convey the mortgaged real estate subject to this mortgage, or if any grantee of the real estate shall assume this mortgage, or if the mortgaged real estate shall be sold on land contract, or if any legal or equitable interest in the mortgaged real estate shall be sold, conveyed, transferred or assigned by the mortgagors or either of them to any person, firm, organization or entity.

6. Any default by the Mortgagor under any other mortgage on the real estate will also constitute a default hereunder.

7. Additional Covenants

None

IN WITNESS WHEREOF the Mortgagor has executed this instrument this 29th day of December, 19 81.

Virginia Tremper
Virginia Tremper

N/A

STATE OF INDIANA)
) SS:
COUNTY OF St. Joseph

Before me, a Notary Public in and for said County and State, personally appeared Virginia Tremper and N/A and acknowledged the execution of the above and foregoing instrument as their voluntary act and deed, for the uses and purposes thereon set forth.

Witness my Hand and Notarial Seal this 29th day of December, 19 81.

Paul E. Peek

Paul E. Peek Notary Public
a resident of St. Joseph County, Indiana.

My Commission Expires:

May 2, 1985

This instrument prepared by Dennis L. Saylor
A Vice President of Wayne Mortgage Company, Inc.

HI102

Rev. 10/77