

661297

Mortgage

Loan No. IL 70,641-3

THE UNDERSIGNED, **PAUL N. BENWARE and ELIZABETH ANNE BENWARE,**
husband and wife,

of Highland County of Lake, State of Indiana, hereinafter

referred to as the Mortgagor does hereby mortgage and warrant to **LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND**, a corporation organized and existing under the laws of United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Lake in the State of Indiana, to wit:

Lot 40, Southtown Estates First Addition to the Town of Highland as shown in Plat Book 32, page 61, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 3439 Martha Street, Highland, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD IN
MAR 5 11 22 AM '82
WILLIAM BIELESKI
RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided in the Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee, for the uses herein set forth, free from all rights and benefits under the appraisal and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Ten-Thousand Two-Hundred Eighty and NO/100----- Dollars (\$10,280.00), which note, together with interest thereon as therein provided, is payable in ³⁵monthly installments of \$286.00 and final installment of \$270.00 Dollars (\$), commencing the 1st day of MAY, 19 82, which payments are to be applied, first to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advance made by the Mortgagee to the Mortgagor, his successor in title, for any purpose, at any time before the release and cancellation of this 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 Ten-Thousand Two-Hundred Eighty and NO/100----- Dollars (\$ 10,280.00), 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.

(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 and 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 as if written out verbatim herein.

In this instrument the singular shall include the plural and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

It is further agreed by the parties thereto, that this mortgage cannot be assumed by any other individual, corporation, or other entity without the written consent of the mortgagee herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2nd day of March A.D. 19 82.

(SEAL) *Paul N. Benware* (SEAL)
PAUL N. BENWARE

(SEAL) *Elizabeth Anne Benware* (SEAL)
ELIZABETH ANNE BENWARE

STATE OF INDIANA, SS
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared PAUL N. BENWARE and ELIZABETH ANNE BENWARE, husband and wife, to me well known to be the person named in and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed.

(Witness my hand and notarial seal this 2nd day of March, 1982.)
(Notarial Seal) *Karen M. Sulek*
Karen M. Sulek Notary Public

My commission expires 2-1-85 County of Residence Lake
This instrument prepared by: Ray P. Liesenfelt
Secretary-Treasurer

400/E