

676755

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 2nd day of August, 1982, WITNESSETH, That Gerald J Kinzie and Alyce M Kinzie, Husband and Wife Mortgageors, 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 Crown Point, INDIANA LAKE County, Indiana, the following described real property ("Property") situated in the County of LAKE, Indiana:

Lot 159, Unit 8, Bon Aire Subdivision, as shown in Plat Book 42, page 99, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING  
AUG 4 1 47 PM '82  
WILLIAM BIELSKI JR  
RECORDER

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.

Amount of Note of \$ .....  
Actual Amount of Loan of \$ 15123.47 together with interest on unpaid principal balances at the rate of 21% per annum, payable in 84 instalments to be due on the first Due Date of 9-6-82 with subsequent instalments on the same day of each month thereafter until the Final Due Date of 8-6-89, 19 89, all as provided in such Note.

Mortgagors covenant and agree with Mortgagee as follows:

- 1. To pay when due all indebtedness provided in the Note or in this Mortgage and secured hereby, without relief from valuation and appraisal laws.
2. To keep the Property in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor suffer any waste on such Property.
3. To keep the Property 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 Property when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of Mortgageors in any of the foregoing, Mortgagee, at its option, may pay any and all taxes levied or assessed against the Property, prior or senior encumbrances or any part thereof, may so insure the Property, and may undertake the repair of the Property 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 % per annum from and after the date of payment by Mortgagee until repaid in full by the Mortgageors.

Upon default of Mortgageors in any payment or performance provided for herein or in such Note, or if Mortgageors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgageors or any of them or for any part of the Property, 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 the 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.

Handwritten initials or mark.

Mortgagee, at its sole discretion, may 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 Mortgagors if Mortgagors no longer own the Property, 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 Gerald J. Kinzie

Printed ..... Gerald J Kinzie

Signature Alyce M. Kinzie

Printed ..... Alyce M. Kinzie

Signature \_\_\_\_\_

Printed .....

### ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE } ss:

Before me, a Notary Public in and for said County and State, personally appeared Gerald J Kinzie and Alyce M Kinzie,  
husband & wife

who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 2nd day of August, 19 82.

Mary C. Bandura  
Mary C. Bandura Notary Public

My commission expires 9-10-82

This instrument was prepared by Michael Smith

Return to Beneficial Finance Co. of Indiana  
117 W. Joliet  
Crown Point, IN 46307