

117 Joliet St  
e.p. In

REAL ESTATE MORTGAGE

693442

THIS INDENTURE, made this 10th day of January, 1983, WITNESSETH, That KENNETH WEAVER AND DOROTHY WEAVER, HUSBAND AND WIFE

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

- WEST BENEFICIAL FINANCE, INC.,
- BENEFICIAL FINANCE CO. OF INDIANA, ←

Mortgagee, a Delaware corporation duly authorized to do business in Indiana, having an office and place of business at 117 W. JOLIET ST. CROWN POINT, IN 46307

LAKE County, Indiana, the following described real property ("Property") situated in the County of LAKE, 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  
 LAKE COUNTY  
 FILED FOR RECORD  
 JAN 12 12 32 PM '83  
 WILLIAM BILLESKI JR  
 RECORDER

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on the Property, and the rent, issues and profits of that Property.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain promissory note ("Note") of even date herewith in the

- AMOUNT OF NOTE of \$ 12960.00
- ACTUAL AMOUNT OF LOAN of \$....., together with interest on unpaid balances of the Actual Amount of Loan at the rate of .....% per annum, (Rate of Charge)

payable in

- 48 monthly instalments of \$ 270.00
- .....monthly instalments of \$..... and a final instalment of \$.....

The First Due Date is 2/14/1983  
The Final Due Date is 1/14/1987

Mortgagors covenant and agree with Mortgagee, as follows:

1. To pay when due all indebtedness provided in the Note and secured by this Mortgage, 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 Mortgagors in any of the foregoing, Mortgagee, at its option, may pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, may insure the Property and may undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any of such purposes shall become a part of the indebtedness secured by this Mortgage and shall bear interest at the Rate of Charge or, if the loan is a precomputed loan, at the Annual Percentage Rate from and after the date of payment by Mortgagee until repaid in full by the Mortgagors.

Upon default of Mortgagors in any payment or performance provided for in this Mortgage or in the Note, or if Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgagors or any of them or for any part of the Property, then the entire secured indebtedness shall become immediately due and payable at the sole option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Any cost incurred by 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 unpaid balance of the loan.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms presented by Mortgagee including, if required, an increase in the rate of interest payable under the Note.

No delay or extension of time granted or suffered by Mortgagee in the exercise of its rights under this Mortgage shall constitute a waiver of any of such rights for the same or any subsequent default. Mortgagee may enforce any one or more of its rights or remedies under this Mortgage successively or concurrently.

550

Mortgagee, at its sole discretion, may extend the time of the payment of any secured indebtedness, without the consent of any junior encumbrancer. No such extension of renewal shall affect the priority of this Mortgage or impair the security or operate to release, discharge or affect the principal liability of Mortgagors or any of them to Mortgagee whatsoever.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be read in the singular.

IN WITNESS WHEREOF Mortgagors have signed and sealed this Mortgage on the day and year first above written.

Witness *[Signature]*

*Kenneth R. Weaver*  
Signature of Mortgagor

KENNETH WEAVER  
Printed Name

Witness *Mary Bandura*

*Dorothy R. Weaver*  
Signature of Mortgagor

DOROTHY WEAVER  
Printed Name

Witness \_\_\_\_\_

Signature of Mortgagor \_\_\_\_\_

Printed Name \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) ss:  
COUNTY OF LAKE )

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 10th day of January, 1983.

*Barbara A. Morgan*  
BARBARA A. MORGAN Notary Public

My commission expires 3/18/85

This instrument was prepared by EDWARD TILKA

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