

705138

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 15th day of April, 1983, WITNESSETH, That Robert Uylaki & Carol A Uylaki, 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 227 W Ridge Road, Munster, Indiana, 46321

Lake County, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lot one (1), Block five (5), Elmwood Park 2nd Addition to Lake County, Indiana, as shown in Plat Book 34, page 83, in Lake County, Indiana.

Also Known As
1711 46th Court
Griffith, Indiana

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED IN RECORDS
APR 10 12 00 PM '83
WILLIAM BIELSKI 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 \$
ACTUAL AMOUNT OF LOAN of \$20006.84, together with interest on unpaid balances of the Actual Amount of Loan at the rate of 21.00% per annum, (Rate of Charge)

payable in
120 monthly instalments of \$400.00
The First Due Date is May 20, 1983
The Final Due Date is April 20, 1993

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.

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