

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That JAMES N FITZSIMONS & ANN E FITZSIMONS

(Hereinafter called "Mortgagor")

LAKE 725655

County, in the State of INDIANA

1301 Franklin Ave
Garden City NY

Mortgage and Warrant to

THE DARTMOUTH PLAN, INC.

(Hereinafter called "Mortgagee")

NASSAU

County, in the State of

NEW YORK

The following described Real Estate in

County, in the State of Indiana,

to-wit: Lot 37, as marked and laid down on the recorded plat of Northtown Estates First Addition to the Town of Griffith, as the same appears of record in Plat Book 35, page 81, in the Recorder's Office of Lake County, Indiana. PREMISES known as and by number: 917 West Ash St, Griffith, Indiana.

725655

STATE OF INDIANA
RECORDED
WILLIAM GIELSKI JR
SEP 15 12 54 PM '83

Together with all present and future improvements thereon, rents, issues and profits thereof.

To secure the payment of \$ 11,313.12 being the amount of Mortgagor's indebtedness to Mortgagee arising out of a Home Improvement Installment Contract dated 7-28-83, 1983 payable to Mortgagee in 84 equal monthly installments of \$ 134.68, the first installment payment two months from the date of the completion of the property improvement unless a different first payment date is inserted here, and continuing monthly thereafter on the same day of each month and a final installment of \$; and the Mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay said indebtedness, or any part thereof, when due, or the taxes or insurance as hereinafter agreed, then all of said indebtedness is to be due and collectable and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until this indebtedness is paid said Mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee, as his (hers) (theirs) interest may appear and the policy duly assigned to the Mortgagee, to the amount of the then unpaid indebtedness of Mortgagor to Mortgagee, and failing to do so, Mortgagee, may pay said taxes or insurance, and the amount so paid, with eight per cent (8%) interest thereon, shall be a part of the debt secured by this mortgage.

For assignment see doc #

In Witness Whereof, seal this

28 day of JULY 1983 the said Mortgagor has

hereunto set his (her) (their) hand(s) and

James N Fitzsimons (Seal)
JAMES N. FITZSIMONS
PRINTED NAME

Ann E Fitzsimons (Seal)
ANN E. FITZSIMONS
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned Notary Public in and for said County, this 28 day of JULY 1983, came JAMES N FITZSIMONS & ANN E FITZSIMONS

and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

Jerome Shuman Notary Public

My Commission expires 7-86

THIS INSTRUMENT PREPARED BY: Catherine Tracey
1301 Franklin Ave. Garden City NY
REAL ESTATE MORTGAGE AND ASSIGNMENT 11530

400