

Reception No. _____

Recorded this _____ day of _____, A.D. 19 _____ o'clock _____ m.

729775

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Charles T. Comstock and

Susan D. Comstock, husband and wife

hereinafter called Mortgagor(s) of Lake County, in the State of Indiana,

Mortgage(s) and Warrant(s) to American Security Corp. #5, 2629 45th Avenue, Highland,

hereinafter called Mortgagee, of Lake County, in the State of

Indiana, the following described Real Estate situated in Lake

County, in the State of Indiana, as follows, to wit:

LOT 4, SUBURBAN TERRACE ADDITION TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 31, PAGE 94, LAKE COUNTY, INDIANA.

ALSO KNOWN AS 530 215th STREET, DYER, INDIANA

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 17 11 47 AM '83
WILLIAM DIELSKI JR
RECORDER

to secure the repayment of a promissory note of even date herewith for the principal sum of \$ 6147.89, executed by the Mortgagor(s) and payable to the Mortgagee, on or before 60 months after date, in installments and with interest thereon, all as provided in said note, and any renewal thereof; the Mortgagor(s) expressly agree(s) to pay the sum of money above secured, all without relief from valuation or appraisal laws, and with attorneys fees; and upon failure to pay any installment on said note, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall immediately be due and payable, and this mortgage may be foreclosed accordingly; it is further expressly agreed by the undersigned, that until all indebtedness owing on said note or any renewal thereof is paid, said Mortgagor(s) shall keep all legal taxes and charges against said premises paid as they become due, and shall keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interests may appear, and the policy duly assigned in the amount of Nine Thousand Two Hundred Ninety-Six and 28/100 Dollars (\$ 9296.28),

and failing to do so, said Mortgagee may pay said taxes, charges and/or insurance, and the amount so paid, with 8 percent interest thereon, shall be and become a part of the indebtedness secured by this mortgage. If not contrary to law, this mortgage shall also secure the payment of all renewals and renewal notes hereof, together with all extensions thereof, and this mortgage shall in addition secure any future advances by the Mortgagee to the Mortgagors, as evidenced from time to time by a promissory note or notes, together with interest thereon. The Mortgagors for themselves, their heirs, personal representatives and assigns, covenant and agree to pay said note and interest as they become due and to repay such further advances, if any, with interest thereon as provided in the note or notes evidencing such advances.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby, with the consent of the Mortgagee.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the Mortgagor(s) covenants that at all times during the continuance of this mortgage, he (they) will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagor(s) agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagor(s) default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgagor(s) agree to be indebted to Mortgagee thereof in the additional amount so advanced and this mortgage shall also secure such additional debt on the same terms and conditions.

This instrument prepared by Faye A. Smith

550

IN WITNESS WHEREOF, the said Mortgagor(s) have hereunto set their hand(s) and seal(s) this 14th day of October, 19 83.

Faye Dimitis (SEAL)
Type name here Faye Dimitis, witness
(SEAL)
Type name here

Charles T. Comstock (SEAL)
Type name here Charles T. Comstock
(SEAL)
Susan D. Comstock (SEAL)
Type name here Susan D. Comstock

STATE OF INDIANA)
COUNTY OF Lake) SS:

Before me, the undersigned, a Notary Public in and for said County, this 14th day of October, 1983, came Charles T. Comstock and Susan D. Comstock, husband and wife and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.

My Commission expires 11/18/83

Lawrence A. Horvath
Lawrence A. Horvath, Notary Public
County of Residence-Lake

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to _____

which is recorded in the office of the Recorder of _____ County, Indiana, in Mortgage

Record _____, page _____, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said Mortgagee, this _____ day of _____, 19 _____.

(Seal)
By: _____

STATE OF INDIANA, _____ County, ss:

Before me, the undersigned, a Notary Public in and for said county, this _____ day of _____,

19 _____, came _____ and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires _____

Notary Public

MORTGAGE FROM TO Received for record this _____ day of _____, 19 _____ at _____ o'clock _____ m., and recorded in Mortgage Record No. _____ page _____ Recorder _____ County. Fee \$ _____