

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That CLARENCE J. SMITH & LORETTA J SMITH

(Hereinafter called "Mortgagor")

729787

LAKE County, in the State of

1301 Franklin Ave
Garden City N.Y.

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

Lake

County, in the State of Indiana,

to-wit:

STATE OF INDIANA
LAKE COUNTY
CLARENCE J. SMITH & LORETTA J. SMITH
RECORDED
MAY 17 11 46 AM '85
WILLIAM BIELSKI
RECORDER

Lot C in Redivision of Lot 5, in Block 8 in Hartman's Gardens Addition to Hessville, in the City of Hammond, as shown in Plat Book 22 page 5, in the Office of the Recorder of Lake County, Indiana. Said Premises are known as and by No. 6730 California, Hammond, Indiana

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

To secure the payment of \$ 3857.80 being the amount of Mortgagor's indebtedness to Mortgagee arising out of a Home Improvement Installment Contract dated 3/5 MARCH FIFTH 19 83 payable to Mortgagee in 84 equal monthly installments of \$ 105.45, 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 \$ 105.45; 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 mortgagee.

In Witness Whereof,
seal this

5

the said Mortgagor has
day of MARCH

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

19 83

Clarence J. Smith (Seal)

CLARENCE J. SMITH
PRINTED NAME

Loretta J. Smith (Seal)

LORETTA J. SMITH
PRINTED NAME

ACKNOWLEDGEMENT

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned Notary Public in and for said County, this

12th day of July 1983, came

Clarence J. Smith and Loretta J. Smith

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

Lucille P. Steele
Notary Public

My Commission expires 4/3/85

THIS INSTRUMENT PREPARED BY: L. Svendsen, c/o 1301 Franklin Avenue, Garden City, NY