

741909 REAL ESTATE MORTGAGE — OPEN ENDED

This mortgage made on the 14th day of Sept. 19 83 between Robert Rogers and Judith Rogers H&W, hereinafter referred to as MORTGAGORS, and Vinyl House of Indiana, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described to secure the repayment of amounts due under a Home Improvement Consumer Credit Sale Agreement of even date herewith in the total amount of Six Thousand Eight Hundred Fifty-Seven Dollars and 40/100 Dollars (\$ 6857.40) and also to secure the repayment of all future advances made at mortgagee's option to the above mortgagors, or any of them, principal to aggregate not more than Forty Five Thousand Dollars (\$45,000.00), at any one time.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining. TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever free from all rights and benefits under the valuation and appraisal laws of any state, which said rights and benefits the Mortgagors do hereby release and waive; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown:

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagor's indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagor's indebtedness. If Mortgagee elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagor's indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted:

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied or foreclosed upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured, less unearned charges, shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in conjunction with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the title search and reasonable attorneys' fees for the preparation and prosecution of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, reasonable attorneys fees, and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in the condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant; and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in Lake County, State of Indiana, and is described as follows:

"SEE ATTACHED LEGAL DESCRIPTION**"

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.

Witness lines for Robert Rogers, Judith Rogers, and another witness, all signed as Mortgagors.

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF INDIANA, COUNTY OF Lake, SS: Before me, the undersigned, a notary public in and for said county and state, personally appeared Robert & Judith Rogers Husband & Wife and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 14th day of Sept. 19 83

My Commission Expires: MY COMMISSION EXPIRES 11-29-87. Notary Public signature: Cheryl M. Berglund

This instrument was prepared by D. Dodd


FINANCE AMERICA 616 S. BROADWAY MEDE. IN. 46110

For Ast mty See Dec # 791910

Notary seal: Notary Public, State of Indiana, Lake County, Commission Expires 11-29-87

Notary seal: Notary Public, State of Indiana, Lake County, Commission Expires 11-29-87

FinanceAmerica

A BANKAMERICA
FINANCIAL SERVICE COMPANY 

RE: Robert & Judith Rogers
1013 Merrillville Rd.
Crown Point, In.

LEGAL DESCRIPTION

Part of Lots 1 and 2 in Smith's Addition of Outlots to the Town of Crown Point, described as follows: Commencing at the point in the center of the Crown Point and Merrillville Road 259.72 feet Northerly on said center line of said road from the intersection of the said center line with the East and West center line of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, said point being the Northeast corner of lot owned by Joseph Patton, said Patton deed being dated August 27, 1901 and recorded in Deed Record 97 page 537, in the Recorder's Office of Lake County, Indiana; running thence Northerly on said center line of said Merrillville Road a distance of 50 feet; thence due West parallel with the East and West center line of said Section 5, a distance of 280 feet to a point on a line with the West line of said Joseph Patton lot; thence Southwesterly on said line 50 feet to the Northwest corner of said Joseph Patton lot; thence East on the North line of said Joseph Patton lot 280 feet to the place of beginning, in Lake County, Indiana, excepting therefrom that part conveyed to John H. Waymire Sr., and Edna M. Waymire, husband and wife, by Quit Claim Deed Recorded August 30, 1956, in Deed Record 1038 page 539, in the Recorder's Office of Lake County, Indiana.