

742622

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH That Earl C. Teller and Ethel Teller, husband & wife,  
as tenants by entireties

the "Mortgagor" of Lake County, Indiana, mortgage(s) and warrant(s) to AMERICAN FLETCHER  
FINANCIAL SERVICES, INC. of Portage Indiana, the "Mortgagee" the following described real estate, in  
Lake County, Indiana, to-wit:

Lot 18 and the South 5 feet of Lot 19, Block 3, East Gary Real Estate Co.'s  
First Addition to East Gary, in the City of Lake Station, as shown in Plat  
Book 10, page 9, in Lake County, Indiana.

STATE OF INDIANA, S. NC  
LAKE COUNTY  
FILED FOR RECORD  
JAN 25 11 25 AM '84  
WILLIAM O. ESTER JR  
RECORDER

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures, and improvements  
now or hereafter belonging, appertaining, attached to, or used in connection therewith, (hereinafter referred to as the "Mort-  
gaged Premises") and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of one promissory Note  
from Mortgagor to Mortgagee dated January 23, 19 84 in the amount of \$ 12,084.98  
principal together with interest as provided therein and maturing on February 5 19 91

And also to secure the payment of any renewal or renewals of the said indebtedness or extensions of its time or times of payment.

Mortgagor covenants and agrees with Mortgagee that: Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency  
hereunder without relief from valuation and appraisal laws; keep the improvements on the property insured against loss or damage by fire and such  
other risks customarily covered by fire and extended coverage insurance to that amount which may be required by Mortgagee for its benefit in some good  
and solvent insurance company acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if  
this mortgage is on a leasehold; keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said prop-  
erty, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and  
court costs which actually are expended in the enforcement of defense of the terms of this mortgage or the lien hereof or of any other instrument evidenc-  
ing or securing the loan plus fees paid public officers for filing, recording and releasing this mortgage or any other instrument securing this loan, and in the  
event of default in any payment the Mortgagee may pay the same and the Mortgagor shall repay to the Mortgagee the amount so paid together with interest  
at the highest rate provided for in the note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this  
mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee shall be entitled to the appointment  
of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heretofore specified on the due date thereof, or  
upon default in any of the terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event Mortgagor shall abandon the Mor-  
tgaged Premises, die, become a bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the  
premises by the Mortgagor without the consent in writing of the Mortgagee, or if waste shall be committed or permitted, or should any action or proceedings  
be filed in any court to enforce any lien on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately  
become due and payable at the option of the Mortgagee, and payment may be enforced by the foreclosure of the mortgage and sale of the property.

All policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgagor as their  
respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagee. Mortgagor authorizes  
Mortgagee to endorse on Mortgagor's behalf drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain pro-  
ceedings which are hereby assigned to Mortgagor, provided that Mortgagee shall remit to Mortgagor such surplus, if any, as remains after the insurance or  
condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all in-  
debtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises  
shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or pre-  
cluded the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not  
be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and  
may be exercised concurrently, independently or successively.

Mortgagor includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagee includes its successors,  
assigns and attorneys.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this 23 day of January 19 84

Earl C. Teller (Seal)  
Earl C. Teller  
Ethel Teller (Seal)  
Ethel Teller

STATE OF INDIANA, COUNTY OF Porter SS:

Before me, a Notary Public in and for said County personally appeared the above Earl C. Teller and Ethel Teller,  
husband and wife, as tenants by entireties and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 23rd day of January 19 84

My Commission Expires: 3/3/85  
My County of Residence: Porter

Donald Reuben Steele  
Donald Reuben Steele Notary Public

THIS INSTRUMENT WAS PREPARED BY Ronald A. Lisak, Attorney at Law, and completed by Donald Steele

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