746716

## REAL ESTATE MORTGAGE

(INDIANA INDIRECT-NOT FOR PURCHASE MONEY)

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW,

ANS ASSIGNMENT OF REAL ESTATE MORIGAGE

Columnet Rational De P.O Bol B9 Nammored

MORTGAGE DATE

12--2-83 MO DAY YEAR

(MORTGAGOR(S)		MORTGAGEE	MORTGAGEE	
NAME(S)		NAME(S)	NAME(S)	
Janice M. Fekete		Sol-Aire Sola	Sol-Aire Solar Heating Systems, Inc.	
Now by Marriage	9			
Janice M. Raymo	ond , , , , , , , , , , , , , , , , , , ,			
ADDRESS:		ADDRESS		
R:R:I		8080 Utah	8080 Utah	
Hobart		CITY Merrillville	=···	
COUNTY	STATE	COUNTY	STATE	
Lake	Indiana	Lake	Indiana	
WITNESSETH:			11 M	
•	to evidence <u>her</u> just in	<b>.</b>		
(\$ 8471.40	) for credit extended by the Mortgage	ee, the Mortgagor(s) executed and del		
			awful money of the United States of America, with	
			ntil paid at the rate stated in the Retail Instalment	
Contract of even date, sai	d indebtedness being payable as follow	5. •	And the second of the second o	
	stalments of \$ 141.19 certificate and continuing on the same d	beginning 45	days after completion as indicated	

Now therefore, the Mortgagor(s) in consideration of credit concurrently extended as aforesaid, and in order to secure the prompt payment of said Retail Instalment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Morgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns all and singular

the real estate situate, lying and being in the County of \_\_ State of Indiana, known and described as follows, to-wit: Lake

## PROPERTY DESCRIPTION

The South 323.0 FT. of the following described trat:

Part of the E. 1/2 of the SE 1/4 of SW 1/4 of SE 1/4 of Section 2.

Township 35 North Range 8 West of the 2 P.M. more particularly described as follows: Beginning at the SE corner of said E 1/2, SE 1/4, SW 1/3, SE 1/4 of Section 2, thence North along the East line thereof a distance of 486.72 FT. thence West parallel with the North line of said E 1/2, SE 1/4, SW 1/4, SE 1/4 of said section, a distance of 271.50 FT. more of less, to a point 60 feet East of the West line of said E 1/2, SE 1/4 of said sect. thence South parallel with the West line of the East 1/2, SE 1/4, SW 1/4, SE 1/4 of said section a distance of 487.12 tt. to the South line thereof, thence East along said South line a distance of 271.53 ft to the point of beginning, in Lake County, Indiana, City of Hobart.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and large of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby the covenants or agreements herein contained.

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 the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

MARDERO

If Mortgagee elects to waive auck insufance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) 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, Mortgagor(s) 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 proder that no lien superior to 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, provided that if Mortgagor(s) fall to make any of the foregoing payments, the Mortgagoe, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebted-

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ness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, and postage assessments or special assessments or into the necessity of such repairs, and postage assessments or special assessments or into the necessity of such repairs, and postage assessments or special assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or special assessments or into the necessity of such repairs, and postage assessments or special assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and postage assessments or into the necessity of such repairs, and the necessity of such repairs are not assessments or into the necessity of such repairs and the necessity of such repairs are not assessments or into the necessity of such repairs and the necessity of such repairs are not assessments. due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the mortgaged property and improvements thereon, and not to commit or all the second of the second 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 instalments when due, or if the Mortgagor(s) 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 upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the 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. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection 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, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, 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 a condition to be sold.

No failure on the part of the 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 the 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. ings ou

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

the state of the s
STATE OF JKNIAKA  COUNTY OF JAKO  SS:
Before me, the undersigned, a Notary Public in and for said County and
State, on this day of
LECEMBER 1983
personally appeared <u>Janice M. Fekete - now by</u> marriage - Janice M. Raymond
and acknowly dged the execution of the above and foregoing mortgage.
Wilness my Eignature and Seal My Commission Expires
Notary Public V

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written Mortgagor Janice M. Raymond

DEBORRH A ZIENIN

BRY PUBLICISTATE OF INDIANA