

787543

Home Improvement
REAL ESTATE MORTGAGE

American Sketch
P.O. Box 153
Portage 46368

THIS IDENTURE WITNESSETH That Charles Cummings and Jean Cummings,
husband and wife
the "Mortgagor" of Lake County, Indiana, mortgage(s) and warrant(s) to Howarth International
of Merrillville, Indiana, the "Mortgagee" the following described real estate, in
Lake County, Indiana, to-wit:

Lot 13 in Block 1 in Lake George Plateau, Unit No. 1, in the City
of Hobart, as per plat therof, recorded in Plat Book 33 page 43,
in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA, S. NO.
LAKE COUNTY
FILED FOR RECORD
JAN 8 2 23 PM '85
RUDOLPH CLAY
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 indebtedness of Mortgagor to Mort-
gagee evidenced by a Consumer Credit Sales Contract (the "Contract") from Mortgagor to Mortgagee dated December 12
1984 with a Total of Payments in the amount of \$ 10,141.80, payable as provided therein and maturing 60
months after the date upon which interest begins to accrue.

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 or defense of the terms of this mortgage or the lien hereof or of any other instrument evidenc-
ing or securing the indebtedness plus fees paid public officers for filing, recording, assigning and releasing this mortgage or any other instrument securing
the indebtedness; 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 Contract 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 Contract secured hereby,
or in the event Mortgagor shall abandon the Mortgaged 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 per-
mitted, 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 of eminent domain pro-
ceedings which are hereby assigned to Mortgagor, provided the 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 by this mortgage 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-
clude 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.

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

IN WITNESS WHEREOF, the Mortgagor, and each of them, has hereunto set his hand and seal this 12th day of DECEMBER
19 84

STATE OF INDIANA, COUNTY OF LAKE SS:

Jean Cummings (Seal)
Charles Cummings (Seal)

Before me, a Notary Public in and for said County personally appeared the above CHARLES CUMMINGS
AND JEAN CUMMINGS, his wife and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 12th
day of DECEMBER, 19 84

My Commission Expires: 8/27/86
My County of Residence: LAKE

Robert J. Gofrey
Notary Public 409

THIS INSTRUMENT WAS PREPARED BY Ronald A. Lisak, Attorney at Law, and completed by 409

For assignment see doc 787544