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REAL ESTATE MORTGAGE

THIS INDENTURE, made this 7th day of February, 1985, WITNESSETH, That David Yarber and Azlean Yarber, husband and wife of Lake County, State of Indiana, MORTGAGE AND WARRANT to

- Beneficial Indiana Inc., a Delaware corporation...
Commonwealth Loan Company, an Indiana corporation doing business as "Beneficial Finance Co."
Beneficial Mortgage Co. of Indiana, a Delaware corporation...
Commonwealth Loan Company, an Indiana corporation doing business as "Beneficial Mortgage Co."

having an office and place of business at 227 W. Ridge Road, Munster, Indiana 46321, County of Lake, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lots 36 and 37, Block 2, Jackson Park South Broadway Addition to Gary, as shown in Plat Book 6, page 50, Lake County, Indiana.

STATE OF INDIANA, S.S. No. LAKE COUNTY, FILED FOR RECORD FEB 8 2 33 PM '85 RUDOLPH CLAY RECORDER

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on the Property, and the rent, issues and profits of that Property.

If this box is checked, this Mortgage is subject to a prior mortgage dated March 21, 1975, executed by David Yarber and Azlean Yarber, husband and wife as mortgagor(s) to Lake Mortgage Co. Inc. as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$23,050.00. That prior mortgage was recorded on March 21, 1975, with the Recorder of Lake County, Indiana in Mortgage Record No. 293030, page 1.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain promissory Note or Loan Agreement (Note/Agreement), which is of even date herewith and is in the

- Total of Payments of \$5976.00 (precomputed loan).
Actual Amount of Loan of \$, together with interest on unpaid balances of the Actual Amount of Loan at the rate of Rate of Charge set forth in the Note/Agreement.

Mortgagors covenant and agree with Mortgagee, as follows:

- To pay when due all Indebtedness provided in the Note/Agreement and secured by this Mortgage, without relief from valuation and appraisal laws.
To keep the Property in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor suffer any waste on such Property.
To keep the Property insured against loss by fire and such other hazards, and in such amounts as Mortgagee shall require, with carriers satisfactory to Mortgagee, with loss payable to Mortgagee as its interest may appear.
To pay all taxes and assessments levied against the Property when due and before penalties accrue.

On failure of Mortgagors in any of the foregoing, Mortgagee, at its option, may (a) pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, (b) insure the Property and (c) undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any of such purposes shall become a part of the Indebtedness secured by this Mortgage and shall bear interest at the Rate of Charge or, if the loan is a precomputed loan, at the Annual Percentage Rate from and after the date of payment by Mortgagee until repaid in full by Mortgagors.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.

Upon default of Mortgagors in any payment or performance provided in this Mortgage or in the Note/Agreement, or if Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgagors or any of them or for any part of the Property, then the Indebtedness shall become immediately due and payable at the sole option of Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Any cost incurred by Mortgagee or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the unpaid balance of the Indebtedness.

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If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the Indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Note/Agreement.

No delay or extension of time granted or suffered by Mortgagee in the exercise of its rights under this Mortgage shall constitute a waiver of any of such rights for the same or any subsequent default. Mortgagee may enforce any one or more of its rights or remedies under this Mortgage successively or concurrently.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note/Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge or Annual Percentage Rate until paid in full.

Upon commencement of a suit in foreclosure of this Mortgage or a suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the Indebtedness secured by this Mortgage.

Mortgagee, at its sole discretion, may extend the time of the payment of any Indebtedness, without the consent of any junior encumbrancer. No such extension of renewal shall affect the priority of this Mortgage or impair the security or operate to release, discharge or affect the principal liability of Mortgagors or any of them to Mortgagee whatsoever.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be read in the singular.

IN WITNESS WHEREOF Mortgagors have signed and sealed this Mortgage on the day and year first above written.

Witness Cary Lannin  
Cary Lannin

David Yarber  
Signature of Mortgagor

David Yarber

Printed Name

Witness Edward P. Lightner  
Edward P. Lightner

Azlean Yarber  
Signature of Mortgagor

Azlean Yarber

Printed Name

Witness \_\_\_\_\_

Signature of Mortgagor

Printed Name

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) ss:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared David Yarber and Azlean Yarber,  
husband and wife who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 7th day of February, 1985

Kittie P. Sargent  
Kittie P. Sargent Notary Public

This instrument was prepared by Edward P. Lightner, Notary  
Commercial Loan D/B/A  
Return to Beneficial Finance  
227 W. Ridge Road  
Ellettsville, Indiana 46121

Notary Seal: KITTIE P. SARGENT, Notary Public, State of Indiana, Commission Expires 12/31/85