795477

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH That JOHN W. PUTNAM and JEAN M. PUTNAM, husband and wife

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 92, Viking School Second Subdivision, as shown in Plat Book 35, page 70, in Lake County, Indiana.

STATE OF INDIANA, S.S. NO.
LAKE COUNTY
FILED FOR RECORD
MAR 14 10 52 AM '85
RUDOLPH BELAY
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 "Mortgaged 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 February 21, 19 85 in the amount of $ 21035.63 principal together with interest as provided therein and maturing on March 05, 19 92.

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 appraisement 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 property, 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 evidencing 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 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 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 eminant domain proceedings 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 descretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness 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 if 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 precluded 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 21st day of February, 19 85

John W. Putnam (Seal)
John W Putnam

Jean M Putnam (Seal)
Jean M Putnam

STATE OF INDIANA, COUNTY OF Porter SS:

Before me, a Notary Public in and for said County personally appeared the above JOHN W. PUTNAM and JEAN M. PUTNAM, husband and wife and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 21st day of February, 19 85

My Commission Expires: 08/08/88

My County of Residence: Porter

Cathy D. Lynch
Notary Public

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

Form No.13 Rev. 6/84