

Reception No. \_\_\_\_\_

Recorded this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_ o'clock \_\_\_\_ m.

795496

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that \_\_\_\_\_ Linda Mary Magnetti \_\_\_\_\_ and

hereinafter called Mortgagor(s) of \_\_\_\_\_ Lake \_\_\_\_\_ County, in the State of \_\_\_\_\_ Indiana \_\_\_\_\_

Mortgage(s) and Warrant(s) to \_\_\_\_\_ American Security Corp. #5, 2629 45th Ave, Highland, Indiana 46322 \_\_\_\_\_

hereinafter called Mortgagee, of \_\_\_\_\_ Lake \_\_\_\_\_ County, in the State of

\_\_\_\_\_ Indiana \_\_\_\_\_, the following described Real Estate situated in \_\_\_\_\_ Lake \_\_\_\_\_

County, in the State of Indiana, as follows, to wit:

South 40 feet of Lot 3 in Oman's addition to the Town of Griffith; as per Plat, thereof, recorder in Plat Book 49, Page 89 in the Office of the Recorder.

Also known as 829 N Wiggs, Griffith, IN 46319

STATE OF INDIANA / S.S. NO. \_\_\_\_\_  
LAKE COUNTY  
MAR 14 10 53 AM '95  
RUDDOLPH CLAY  
RECORDER

to secure the repayment of a promissory note of even date herewith for the principal sum of \$ 5591.09 executed by the Mortgagor(s) and payable to the Mortgagee, on or before 48 months after date, in installments and with interest thereon, all as provided in said note, and any renewal thereof; the Mortgagor(s) expressly agree(s) to pay the sum of money above secured, all without relief from valuation or appraisal laws, and with attorneys fees; and upon failure to pay any installment on said note, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall immediately be due and payable, and this mortgage may be foreclosed accordingly; it is further expressly agreed by the undersigned, that until all indebtedness owing on said note or any renewal thereof is paid, said Mortgagor(s) shall keep all legal taxes and charges against said premises paid as they become due, and shall keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interests may appear, and the policy duly assigned in the amount of Seven Thousand Eight Hundred Eighty-eight and 63/100 Dollars (\$ 7888.63),

and failing to do so, said Mortgagee may pay said taxes, charges and/or insurance, and the amount so paid, with \_\_\_\_\_ percent interest thereon, shall be and become a part of the indebtedness secured by this mortgage. If not contrary to law, this mortgage shall also secure the payment of all renewals and renewal notes hereof, together with all extensions thereof, and this mortgage shall in addition secure any future advances by the Mortgagee to the Mortgagors, as evidenced from time to time by a promissory note or notes, together with interest thereon. The Mortgagors for themselves, their heirs, personal representatives and assigns, covenant and agree to pay said note and interest as they become due and to repay such further advances, if any, with interest thereon as provided in the note or notes evidencing such advances.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the Mortgagor(s) covenants that at all times during the continuance of this mortgage, he (they) will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagor(s) agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagor(s) default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgagor(s) agree to be indebted to Mortgagee thereof in the additional amount so advanced and this mortgage shall also secure such additional debt on the same terms and conditions.

This instrument prepared by \_\_\_\_\_ Larry Horvath

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IN WITNESS WHEREOF, the said Mortgagor(s) have hereunto set her hand(s) and seal(s) this 8th day of

March, 1985.

James M. Panozzo (SEAL)  
Type name here James Panozzo, witness  
(SEAL)  
Type name here \_\_\_\_\_

Linda Mary Magnetti (SEAL)  
Type name here Linda Mary Magnetti  
(SEAL)  
Type name here \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Before me, the undersigned, a Notary Public in and for said County, this 8th day of March, 1985, came Linda Mary Magnetti and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.

My Commission expires 11/19/87

Lawrence A. Horvath  
Notary Public Lawrence A. Horvath

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to \_\_\_\_\_ which is recorded in the office of the Recorder of \_\_\_\_\_ County, Indiana, in Mortgage Record \_\_\_\_\_, page \_\_\_\_\_, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said Mortgagee, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. \_\_\_\_\_ (Seal)

By: \_\_\_\_\_

STATE OF INDIANA, \_\_\_\_\_ County, ss:

Before me, the undersigned, a Notary Public in and for said county, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, came \_\_\_\_\_ and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires \_\_\_\_\_ Notary Public

MORTGAGE FROM TO Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and recorded in Mortgage Record No. \_\_\_\_\_ page \_\_\_\_\_ Recorder \_\_\_\_\_ County. Fee \$ \_\_\_\_\_