

REAL ESTATE MORTGAGE

845785

THIS INDENTURE, made this 19th day of March, 1986 WITNESSETH, That Oscar J. Luna and Cheryl Jean Luna, husband and wife

Mortgagors, of Lake County, State of Indiana, MORTGAGE AND WARRANT to

- BENEFICIAL MORTGAGE CO. OF INDIANA, a Delaware corporation duly authorized to do business in Indiana
COMMONWEALTH LOAN COMPANY, an Indiana corporation doing business as "Beneficial Mortgage Co."

(The box checked above identifies the Mortgagee)

Mortgagee, having an office and place of business at 6287 Central Ave., Portage,

Porter County, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lot 72, Crestwood Trace, in the City of Hobart, as shown in Plat Book 42, page 29, and as amended by Certificate of Correction dated September 19, 1973 and recorded September 25, 1973 as Document No. 222192, in Lake County, IN.

STATE OF INDIANA DEPT. OF REVENUE
LAKE COUNTY RECORDER
MAR 19 3 08 PM '86
RUDOLPH CLAY

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 December 21, 1978 executed by Oscar J. Luna and Cheryl Jean Luna, husband and wife as Mortgagor(s) to Donald Webber Mortgage Company as Mortgagee, which prior mortgage secures payment of an agreement in the principal amount of \$44,500.00. That prior mortgage was recorded on December 21, 1978 with the Recorder of Lake County, Indiana in Mortgage Record No. 508267 page

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Revolving Loan Agreement ("Agreement") of even date herewith, by which the Mortgagee is obligated to make loans and advances up to \$8000.00, hereinafter referred to as the Line of Credit, which in no event shall exceed \$200,000.00 and shall be made pursuant to the provisions of the Indiana Uniform Consumer Credit Code, as amended, and all other obligations of the Mortgagors under the terms and provisions of this Mortgage.

Mortgagors covenant and agree with Mortgagee, as follows:

- 1. To pay when due all indebtedness provided in the Agreement and secured by this Mortgage, without relief from valuation and appraisal laws.
2. 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.
3. To keep the Property insured against loss by fire and such other hazards, and in such amounts as the Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear.
4. To pay all taxes and assessments levied against the Property when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of Mortgagors in any of the foregoing, Mortgagee, at its option, may pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, may insure the Property and may 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 Unpaid Balance secured by this Mortgage and shall bear interest at the Finance Charge rate being charged under this Agreement.

Upon default of Mortgagors in any payment or performance provided for in this Mortgage or in the 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, or if one of the Mortgagors dies, then the entire secured indebtedness shall become immediately due and payable at the sole option of the 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 the 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 loan.

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 loan plus interest on the balance 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 presented by Mortgagee including, if required, an increase in the rate of interest payable under the 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 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 Finance Charge rate being charged under the Agreement 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 secured 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 Mike Wells

[Signature]
Signature of Mortgagor

Oscar J. Luna

Printed Name

Witness Norma Podgorski

[Signature]
Signature of Mortgagor

Cheryl Jean Luna

Printed Name

Witness _____

Signature of Mortgagor

Printed Name

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF Porter) ss.:

Before me, a Notary Public in and for said County and State, personally appeared Oscar J. Luna and Cheryl Jean Luna
husband and wife
who acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 19th day of March, 1986.

[Signature]
Michael D. Williams, Notary Public
Resident of Lake County, Indiana
Comm. Expires 08-13-88

This instrument was prepared by Norma Podgorski

Return to Beneficial Finance
P.O. Box 830
Portage, In. 46368