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MORTGAGE--INDIANA

REAL ESTATE MORTGAGE

May 2, 1986

This indenture witnesseth, That

Donald R. Hart and Annette E. Hart, his wife
707 E. Ridge Road
Griffith, Indiana 46319

(the "Mortgagor") of Lake County, State of Indiana, Mortgages and Warrants to:

MILES HOMES DIVISION OF INSILCO CORPORATION
4700 Nathan Lane P.O. Box 9495
Minneapolis, Minnesota 55440

(the "Mortgagee") of New Haven County, State of Connecticut, the following described real estate in Lake County, Indiana:

The north 91.5 feet of described property. In the Massa and Hart Subdivision being A part of the West half of the South East Quarter of Section 23, Township 36 North, Range 9 West of the 1nd Principal Meridian in the Town of Griffith, Lake County Indiana, described as beginning at A point on the East line of the East half described as: Commencing at A point 535.91 feet North of the South East corner thereof, thence North 183.0 feet; thence West 127.0 feet, thence South 122.28 feet thence West 45 deg South 85.87 feet; thence East 187.72 feet to the place of beginning. (Lot #1 Massa Hart Subdivision).

STATE OF INDIANA
COUNTY OF LAKE
MAY 2 1986
AM 9:56

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, 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 a certain Retail Installment Sales Contract dated April 5, 1986, in the principal amount of Forty-eight Thousand Six Hundred Forty-six and 20/100 Dollars (\$48,646.20) with interest as therein provided and with a final maturity date of December 2, 1987.

Said principal and interest are payable as follows:

This mortgage is given to secure the obligation under the above mentioned Retail Installment Contract and all references to a note are amended accordingly.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. PAYMENT OF INDEBTEDNESS. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and apprisement laws, and with attorneys' fees.
2. NO LIENS. The Mortgagor shall not permit any lien of mechanics or ~~materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.~~
3. REPAIR OF MORTGAGED PREMISES; INSURANCE. The Mortgagor shall keep the Mortgaged Premises in good repaired nd shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all time adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

700

4. TAXES AND ASSESSMENTS. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. ADVANCEMENTS TO PROTECT SECURITY. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. NON-WAIVER; REMEDIES CUMULATIVE. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. GENERAL AGREEMENT OF PARTIES. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any work also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

OPEN END FEATURE: In addition to this mortgage standing as security for the performance of the provisions hereof and the payment of the note, this mortgage shall also stand as security for any and all future advances made by the holder of the note to the Mortgagor, in any amount so that the total principal herein does not exceed \$74,000.00, and the holder of the note and the Mortgagee herein is hereby given authority to make any such additional advances to Mortgagor herein upon request of the Mortgagor, or either of them, and such additional advances shall be secured as the original obligation herein evidenced by the note. Such limitation upon the total amount of principal shall not be

considered as limiting the amount secured hereby when advanced to protect and preserve the security intended to be given by this mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 9th day of May, 1986.

Signature X Donald R. Hart
Donald R. Hart

X Annette E. Hart
Annette E. Hart

STATE OF Indiana

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared Donald R. Hart and Annette E. Hart, his wife who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 9 day of May 1986.

Signature Gregory J. Keen

Printed Gregory J. Keen
NOTARY PUBLIC

Residing in LAKE County, Indiana.

My commission expires 3-7-89

This instrument was prepared by:

E. EDWARD ORWOLL, Attorney At Law.

Return to:

MILES HOMES DIVISION OF INSILCO CORPORATION
4700 Nathan Lane P.O. Box 9495
Minneapolis, Minnesota 55440