THIS INDENTURE WITNESSETH, That JERRY JENJ eN (Hereinafter called "Mortgagor") Bubbi LAKE INDIANG County, in the State of Mortgage and Warrant to THE DARTMOUTH PLAN, INC. 1301 Franklin Ave., Garden City, NY 11530 (Hereinafter called "Mortgagee") NASSAU **NEW YORK** County, in the State of The following described Real Estate in County, in the State of Indiana, to-wit: Lot 19, Block 4 in Evergreen Park, City of Hammond, as shown in Plat Book 28, page 81, Lake County, Indiana. Subject to the following: (1) Taxes for the year 1984 due and payable in May and November of 1985 and Taxes for all subsequent years. (2) Easements, Restrictions, covenants, rights-of-way and all other mattters fo Public Record. (3) Mortgage from Donald J. Heintzman to Mortgage Associates, Inc. dated January 9, 1976 and recorded January 14, 1976, in instrument No. 333549 Grantee hereby assumes and agrees to pay the unpaid balance on the existing mortgage, the Debit should thereby and also hereby assumes the obligations of Donald J. Heintzman under the terms of the instruments creating the loan to identify the Veterans Administration to the extent of any claim payment arising from the guarranty or insurance of the indebtedness above mentioned. Together with all present and future improvements thereon, rents, issues and profits thereof. To secure the payment of \$ 1 / 1 / 5 being the amount of Mortgagor's Todebted pess to Mortgagee arising out of a Home Improvement Installment Contract dated 7-24-86 payable to Mortgagee in 120 equal monthly instalkments of \$ 181.06the first installment payment two months from the date of the completion of the property improvement unless a different first payment date inserted here\_\_\_\_ \_, and continuing monthly thereafter on the same day of each month and a final installment of \$\_\_\_ \_\_\_\_\_; and the Mortgager expressly agrees to pay the sum of money \_\_\_181.06\_\_ above secured, without relief from valuation or appraisement laws; and upon failure to pay said indebtedness, or any part thereof, when due, or the taxes or insurance as hereinafter agreed, then all of said indebtedness is to be due and collectable and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until this indebtedness is paid said Mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee, as his (hers) (theirs) interest may appear and the policy duly assigned to the Mortgagee, to the amount of the then unpaid: indebtedness of Mortgagor to Mortgagee, and failing to do so, Mortgagee, may pay said taxes or insurance, and the amount so paid. with eight per cent (8%) interest thereon, shall be a part of the debt secured by this mortgagee. In Witness Whereof, the said Mortgagor has hereunto set his (her) (their) hand(s) and fon sa PRINTED NAME (Seal) **ACKNOWLEDGEMENT** LAILR STATE OF INDIANA,\_ COUNTY, ss: Before me, the undersigned Notary Public in and for said County, this \_\_\_\_ , and acknowledged the execution of the foregoing instrument. Witness OFFICIAL SEAL Notary Public <del>DENNIS E.</del> STOCK NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 6/10/90 My Commission expires\_ THIS INSTRUMENT PREPARED BY: Carolyn Beegan **REAL ESTATE MORTGAGE AND ASSIGNMENT** 

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