

2859296

# REAL ESTATE MORTGAGE

Mortgagee  
FORD MOTOR CREDIT COMPANY

1000 E. 80th. Pl., Merrillville, Indiana 46410  
NUMBER AND STREET CITY

Name and Address of Borrower(s) (Mortgagor(s))

Loan Date: 1-28-87

Roger Maynard and Susan Maynard  
3075 Burr St.  
Gary, Indiana 46406

First Payment Due: 3-10-87

Final Payment Due: 2-10-92

Total of Payments: \$22,360.45

The undersigned, being the Mortgagors identified above, do hereby Mortgage and Warrant to the above named Mortgagee the following described real estate in Lake County, Indiana:

(hereinafter referred to as "Mortgaged Premises") <sup>SEE ATTACHED</sup> 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 payment of the indebtedness described above and to secure also the payment of any future advances made at Mortgagee's option to the Mortgagors, or any of them, and to secure any other sums that may be due Mortgagee hereunder. The Mortgagors, jointly and severally, covenant and agree that they will: pay the indebtedness at the times and in the amounts described above, without relief from valuation and appraisal laws; pay reasonable attorney's fees after default and referral to an attorney not a salaried employee of Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage; promptly pay when due all taxes, assessments, utility charges, insurance premiums, and installments of principal and interest on any prior mortgage; keep the Mortgaged Premises in good repair; not remove any buildings or improvements therefrom without the prior consent of Mortgagee; keep the Mortgaged Premises adequately insured to protect Mortgagee's interest therein against loss by fire, windstorm and such other hazards as Mortgagee may require from time to time; and to protect the Mortgagee's interest in this mortgage and in the Mortgaged Premises in any legal or equitable proceedings relating to this mortgage or the Mortgaged Premises.

Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage and all sums so advanced or paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest at the rate of 16.89 per annum from the date of payment. Such sums may include, but are not limited to, taxes, assessments, utility charges, insurance premiums, installments of principal and interest on any prior mortgage, and any costs and expenses, including attorney's fees, incurred in any legal or equitable proceedings which relate to this mortgage or the Mortgaged Premises, except proceedings involving the foreclosure of this mortgage.

Upon default being made in payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the other terms, covenants or conditions hereof or of any note secured hereby, or in the event of sale or transfer of the Mortgaged Premises without written consent of Mortgagee, or should any action be filed in any court to enforce any lien on, claim against, or interest in the Mortgaged Premises, then the entire unpaid balance shall become immediately due and payable at the option of the Mortgagee and this mortgage may be foreclosed. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this mortgage.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Mortgagors have executed this instrument as of the Date of Loan written above.

Signature Roger Maynard

Signature Susan Maynard

Printed Name Roger Maynard

Printed Name Susan Maynard

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, personally appeared

Susan Maynard, husband and wife, Mortgagors aforesaid, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 28th. day of January, 19 87.

Signature Robert Ray Braun

Printed Name Robert Ray Braun

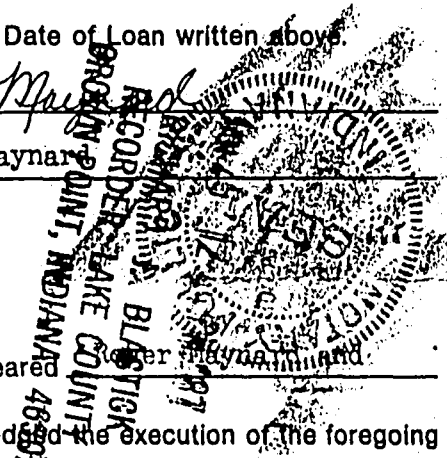
Notary Public

My Commission Expires: 4-11-87  
My County of Residence is Lake

R. Braun

This instrument was prepared by \_\_\_\_\_

5.50



The South Half of the West 262.0 feet of Tract No. Twelve (12), as marked and laid down on the recorded plat of the West 1/3 of U.S. Government Lot Two (2), in Section 24, Township 36 North, Range 9 West of the 2nd P.M., in Lake County, Indiana as the same appears of record in Plat Book 23, page 30, in the Recorder's Office of Lake County, Indiana. a/k/a 3075 Burr St., Gary, Indiana