

901678

REAL ESTATE MORTGAGE

Mortgagee
FORD MOTOR CREDIT COMPANY

1000 E. 80th. Pl., Merrillville, Indiana

NUMBER AND STREET

CITY

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

Loan Date: 2-11-87

First Payment Due: 3-18-87

Final Payment Due: 2-18-90

Total of Payments: \$0,008.00

Willie L. Thomas Jr. and May L. Thomas
3664 Jackson St.
Gary, Indiana

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:

See attached

(hereinafter referred to as "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 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 12.90 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 Willie L. Thomas Jr. Signature May L. Thomas
Printed Name Willie L. Thomas Jr. Printed Name May L. Thomas

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, personally appeared Willie L. Thomas Jr. and May L. Thomas, Mortgagors aforesaid, and acknowledged the execution of the instrument.

Witness my hand and Notarial Seal this 11th day of February 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

This instrument was prepared by R. Braun

RICHARD J. BRESTOK
REORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
STATE OF INDIANA
FILED FEB 12 11 20 AM '87

5-50

The North 20 feet of Lot 42, all of Lot 43, and the South 2½ feet of Lot 44 in Block 8 in Sanford Tubb's Second Addition to Gary, as per plat thereof, recorded in Plat Book 8, page 34, in the Office of the Recorder of Lake County, Indiana.

a/k/a 4025 Tyler St..Gary, Indiana