928256

Prome It leine ane

REAL ESTATE MORTGAGE

This indenture witnesseth that DANIEL M. KLEIN and DIANE V. KLEIN, Husband and Wife, of Crown Point, Lake County, Indiana, as MORTGAGORS, Mortgage and warrant to JEROME J. KLEIN and RITA T. KLEIN, Husband and Wife, of Crown Point, Lake County, Indiana, as MORTGAGEES, the following real estate in Lake County, State of Indiana, to-wit:

Part of Lots 16 and 17, as marked and laid down on the recorded plat of the Original Town of Crown Point, as the same appears of record in Deed Record "B", page 121, in the Recorder's Office of Lake County, Indiana, and described as commencing at a point 75 feet North of the Southwest Corner of said Lot 16 and running thence North 49 1/2 feet; thence East 119 feet to the alley; thence South 49 1/2 feet; thence West 119 feet to the place of beginning, in the City of Crown Point, Lake County, Indiana.

And Commonly known as: 114 North Court Crown Point, IN 46307

Crown Point, 45 purt IN 46307

and the Mortgagors expressly agree to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay said note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due or the taxes or insurance as hereinafter stipulated, then said note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is paid, said Mortgagors 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 Mortgagees, as their interest may appear and the policy duly assigned to the Mortgagees, in the amount of Thirty-Seven Thousand and no/100 Dollars (\$37,000.00), and failing to do so, said Mortgagees may pay said taxes or insurance, and the amount so paid with 8-1/2 per cent interest thereon, shall be a part of the debt secured by this Mortgage.

Additional Covenants: This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount of \$37,000.00 given to Jerome J. Klein and Rita T. Klein payable as therein provided. The Mortgagors expressly agree that this Mortgage shall be and remain as security for the payment of said principal note or notes or any other note or notes that hereafter may be given in extension or renewal of the same and for any and all other notes, indebtedness and obligations of the undersigned for the said Mortgage in accordance with the terms thereof.

ARE COUNTY THE FOR RECORD TO THE PROPERTY TH

50/

In the event of a proceeding to foreclose this Mortgage, Mortgagors agree to pay reasonable attorney fees and such other expenses a part of such proceeding.

DATED this 8th day of May, 1987.

DANIEL M. KLEIN

DIANE V. KLEIN

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of May, 1987, personally appeared: Daniel M. Klein and Diane V. Klein, Husband and wife, and acknowledged the execution of the foregoing Mortgage.

In witness whereof, I have hereunto subscribed my name wand affixed my official seal.

Notary Bublic

Resident of Lake County

Indiana

My Commission Expires:

11-15-89

This instrument prepared by John M. O'Drobinak, P.C., by David M. Austgen, 5191 W. Lincoln Highway, Crown Point, Indiana 46307.

MAIL TO: Jerome J. Klein and Rita T. Klein, 11719 Cline Avenue, Crown Point, Indiana 46307.