934071

## REAL ESTATE MORTGAGE

and Frances A. Kenney Mortgagors, of Lake	_County, State of Indiana, MORTG.	AGE AND WARRANT to		
G COMMONWEALTH LOAN CO	D. OF INDIANA, a Delaware corpora OMPANY, an Indiana corporation doing the box checked above identifies the Market	ation duly authorized to do bu		
Mortgagee, having an office and place of l	ousiness at227 W Ridge	Rd, Munster, Ir	1 46321	
Lake County, India	ina, the following described real prop	erty ("Property") situated in	the County ofL	ake, Indiana:
Lot 6, Block 11, Resub of Gary, as shown in P				n the City
en e	and the second of the second o		ه این	<ul> <li>In the control of the c</li></ul>
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together with all rights, privileges, heredita	ments, appurtenances, fixtures and in	provements now or hereafter	on the Property, and the ren	THE STATE OF THE S
ггорепу,				<b>20</b> 8 8
If this box is checked, this Mortgage is Hubert Kenney	subject to a prior mortgage dated	9/12/74 y, His Wife	19 executed by	as Mortgagor(s) to
Advance_Morte which prior mortgage secures payment of a 9/12 19 74 page	gage Corp In agreement in the principal amount	of \$22.000.00_	. That prior	as Mortgagee, mortgage was recorded on
This Mortgage is given to secure the performer with, by which the Mortgagee is obligated shall exceed \$200,000.00 and shall be made Mortgagors under the terms and provisions	ted to make loans and advances up to e pursuant to the provisions of the In	\$ 17,000.00 here	inafter referred to as the Cr	redit Line which in no event
Mortgagors covenant and agree with Mortg	agee, as follows:			
<ul><li>2. To keep the Property in as good Property.</li><li>3. To keep the Property insured aga</li></ul>	order and repair as at present, reasonst loss by fire and such other hazards the Mortgagee as its interest may ap	onable wear and tear excepted	I, and neither to commit no	or suffer any waste on such
	levied against the Property when du			
5. To pay when due any and all pr	or or senior encumbrances.		•	

On failure of Mortgagors in any of the foregoing, Mortgagee, at its option, may pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, may insure the Property and may undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any such purposes shall become a part of the Unpaid Balance secured by this Mortgage and shall bear interest at the Finance Charge rate being charged under this Agreement.

Upon default of Mortgagors in any payment or performance provided for in this Mortgage or in the Agreement, or if Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgagors or any of them or for any part of the Property, or if one of the Mortgagors dies, then the entire secured indebtedess shall become immediately due and payable at the sole option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Any cost incurred by Mortgagee or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the Unpaid Balance of the loan.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms presented by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

No delay or extension of time granted or suffered by Mortgagee in the exercise of its rights under this Mortgage shall constitute a waiver of any of such rights for the same or any subsequent default. Mortgagee may enforce any one or more of its rights or remedies under this Mortgage successively or concurrently.

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C 4 IN-20/80, Ed. March '87

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Finance Charge Rate being charged under the Agreement until paid in full.

Upon commencement of a suit in foreclosure of this Mortgage or a suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, and without notice to Mortgagor or any person claiming under Mortgagor, and with consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.

Mortgagee, at its sole discretion, may extend the time of the payment of any secured indebtedness, without the consent of any junior encumbrancer. No such extension of renewal shall affect the priority of this Mortgage or impair the security or operate to release, discharge or affect the principal liability of Mortgagors or any of them to Mortgagee whatsoever.

If there be only one Mortgagor, all plural words herein referring to Mortgagors shall be read in the singular.

IN WITNESS WHEREOF Mortgagora have signed and sented this Mortgage on the	ne day and year first above written.
Witness Love Bone by	X // Second
Lance Bonesteel	Signature of Mortgagor
	Hubert Kenney
	Printed Name
Witness - Hiller teach	Ailances A. Kennow
J.A. Steinbeck	Signature of Mortgagor
	Frances A. Kenney
	Printed Name
Witness	Signature of Mortgagor
	Printed Name
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ACKNOWLI	EDGMENT
r â	18
STATE OF INDIANA ) ) ss.:	
COUNTY OF Lake )	The second second
Before me, a Notary Public in and for said County and State, personally appeared His wife	Hubert Kenney and Frances Kenney,
who acknowledged the execution of the foregoing Mortgage.	
Witness my hand and Notarial Seal this19thday ofAugust	
,	Dlaria I hallone
	Gloria J. Warton
	GLORIA J NALIĆI ( CO
This instrument was prepared byJ_ A_ Steinbeck	HOTARY PUBLIC STATE OF THE AND
Return to Beneficial Mortgage Co	27 76000155104 EAP. APR 16,1989 15 15 15 15 15 15 15 15 15 15 15 15 15
227 W Ridge Rd	TOOGED THEO THOLANA NOTARY ASSOC.
mineter. In HO1/1	