

973335

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 15th day of April, 1988, WITNESSETH, That John W. Burke & Dolores M. Burke, Husband and Wife Mortgagors, of Lake County, State of Indiana, MORTGAGE AND WARRANT to

[ ] BENEFICIAL MORTGAGE CO. OF INDIANA, a Delaware corporation duly authorized to do business in Indiana
[X] COMMONWEALTH LOAN COMPANY, an Indiana corporation doing business as "Beneficial Mortgage Co."
(The box checked above identifies the Mortgagee)

Mortgagee, having an office and place of business at 227 W. Ridge Road, Munster IN 46321

Lake County, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lot 45 and 52, Young's 3rd Addition to Crown Point, as shown in Miscellaneous Record A, page 534, Lake County, Indiana.

STATE OF INDIANA
FILED IN PUBLIC RECORDS
RECORDED IN LAKE COUNTY
APPROXIMATELY 59 PM '88
CROWN POINT INDIANA 46307

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on the Property, and the rent, issues and profits of that Property.

[X] If this box is checked, this Mortgage is subject to a prior mortgage dated 9/29, 1972, executed by John W. Burke & Dolores M. Burke, Husband and Wife as Mortgagor(s) to Citizens Federal Savings and Loan Association as Mortgagee, which prior mortgage secures payment of an agreement in the principal amount of \$16,500.00. That prior mortgage was recorded on 9/29, 1972, with the Recorder of Lake County, Indiana in Mortgage Record No. 169288 page

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Credit Line Account Agreement ("Agreement") of even date herewith, by which the Mortgagee is obligated to make loans and advances up to \$20,000.00, hereinafter referred to as the Credit Line which in no event shall exceed \$200,000.00 and shall be made pursuant to the provisions of the Indiana Uniform Consumer Credit Code, as amended, and all other obligations of the Mortgagors under the terms and provisions of this Mortgage.

Mortgagors covenant and agree with Mortgagee, as follows:

- 1. To pay when due all indebtedness provided in the Agreement and secured by this Mortgage, without relief from valuation and appraisalment laws.
2. To keep the Property in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor suffer any waste on such Property.
3. To keep the Property insured against loss by fire and such other hazards, and in such amounts as the Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear.
4. To pay all taxes and assessments levied against the Property when due and before penalties accrue.
5. To pay when due any and all prior 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 indebtedness 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.

VP
KS

6020

