

974802 INDIANA REAL ESTATE MORTGAGE

Return to: Norwest Financial
P.O. Box 263
Griffith, IN 46319

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THIS INDENTURE WITNESSETH, that Edwin Carter and Trudy Carter, husband and wife, hereinafter referred to as Mortgagors, of Lake County, state of Indiana, Mortgage and warrant to Norwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate, in Lake County, State of Indiana, to wit:

(see attached Schedule A)

to secure the repayment of a promissory note of even date in the sum of \$ 8474.85, payable to Mortgagee in monthly installments, the last payment to fall due on 05/20, 19 91, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of \$125,000.00.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisal laws of the State of Indiana.

Mortgagors agree not to sell, convey or otherwise transfer the above described real estate or any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 15th day of April 15, 1988

Sign here [Signature]
Type name as signed: EDWIN CARTER

Sign here [Signature]
Type name as signed: TRUDY CARTER

Sign here _____
Type name as signed: _____

Sign here _____
Type name as signed: _____

State of Indiana)
County of Lake) ss.

Before me, the undersigned, a Notary Public in and for said County, this 15th day of April, 1988 came Edwin Carter & Trudy Carter, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

[Signature]
Type name as signed: JAMES A. ROSS, Notary Public
My Commission Expires: 10/06/89

This instrument was prepared by: D. DeBold

WILLIAM A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
FILED FOR RECORD
APR 28 1 21 PM '88

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Return to: Northwest Financial
P.O. Box 263
Gibson, IN 46319

RE: Edwin & Trudy Carter

Schedule "A"

Lot 57, Morningside Addition to Gary, as shown in Plat Book 12, page 36, Lake County, Indiana.

Subject to a mortgage from Richard A. Lowe and Doris S. Lowe, husband and wife to Percy Wilson Mortgage and Finance Corporation, dated December 28, 1977 and recorded January 3, 1978 in Instrument No. 447259; and assigned to Palmetto Federal Savings and Loan Association by assignment dated June 28, 1978 and recorded November 13, 1978 in Instrument No. 501480; and further assigned to Percy Wilson Mortgage and Finance Corporation dated January 25, 1979 and recorded February 21, 1979 in Instrument No. 516393, the unpaid balance of which the grantees hereby jointly and severally assume and agree to pay; the grantees also jointly and severally hereby assume the obligations of Richard A. Lowe and Doris S. Lowe under the terms of the instruments creating the loan to indemnify the Veteran's Administration to the extent of any claim payment arising from the guarantee or insurance of the indebtedness above-mentioned.