

140692

VA Form 26-6312 (Home Loan)  
Revised December 1975.  
Use Optional Section 1810,  
Title 38 U.S.C. Acceptable  
to Federal National Mortgage  
Association.

THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
VETERANS ADMINISTRATION OR  
ITS AUTHORIZED AGENT.

TICOR TITLE INSURANCE  
Crown Point, INDIANA  
63101376

990395

MORTGAGE

THIS MORTGAGE, made the 27th day of July 1988, between  
JAMES L. HARSANY, AND JEAN L. HARSANY, , HIS WIFE

of the TOWN OF LOWELL in the County of  
LAKE and State of Indiana (hereinafter called Mortgagor), and  
MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of the State of New Jersey and authorized to do  
business in the State of Indiana (hereinafter called Mortgagee),

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee for money borrowed in the principal  
sum of

Fifty- Three Thousand, and 00/100  
Dollars (\$ 53,000.00 ), as evidenced by a certain promissory note of even date herewith, the terms of  
which are incorporated herein by reference, with interest from date at the rate of  
Ten & One-Half Per Centum  
per centum ( 10 & 1/2 %) per annum on the unpaid balance until paid, the said principal and interest  
to be payable at the office of  
One Ronson Road, Iselin, New Jersey 08830

or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor, in monthly installments of  
Five Hundred Eighty- Six and 18/100  
Dollars (\$ 586.18 ), commencing on the first day of September, 1988, and con-  
tinuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid,  
the final payment of the entire indebtedness evidenced thereby shall be due and payable on the first day of  
August, 2003

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Mortgagor, in consideration of the premises, and  
for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the  
said promissory note, above-mentioned, and also to secure the faithful performance of all the covenants, conditions, stipula-  
tions and agreements herein contained, does by these presents, mortgage and warrant unto the Mortgagee, all of the following-  
described property, situated in the TOWN OF LOWELL  
in the County of LAKE and State of Indiana, to wit:

Part of Lots 12 and 7, in Union Addition to Lowell, as per plat thereof,  
recorded in Miscellaneous Record "A", page 504, in the Recorder's Office of Lake  
County, Indiana, more particularly described as follows: Beginning in the  
Center of Castle Avenue, at the Northwest corner of said Lot 12 and running  
thence East 165 feet to the West line of the Miles Clement Land as shown by Deed  
Recorded in Deed Record 108 page 492; thence South 4 rods to the North line of  
the land deeded to John W. Clement, as shown in Deed Record 24 page 548, thence  
West 3 rods to the Northwest corner of said John W. Clement land; thence South 6  
feet; thence West to the center of Castle Avenue, aforesaid, thence North to the  
place of beginning, in Lake County, Indiana.

STATE OF INDIANA/S.S.A.C.  
LAKE COUNTY  
FILED FOR RECORD  
Aug 4 8 45 AM '88  
LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
CROWN POINT, INDIANA 46377

together with all buildings or improvements now or hereafter thereon, and the hereditaments and appurtenances and all other  
rights thereunto belonging, or in anywise appertaining, and the reversions, remainders, and the rents, issues, and profits  
thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until  
default hereunder); all fixtures now or hereafter attached to or used in connection with the premises; and in addition thereto  
the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty and are a  
portion of the security for the indebtedness herein mentioned:

Handwritten initials and numbers, possibly "LJ" and "1000".



or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property, in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. In case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate provided for in the principal indebtedness, shall become a part of the debt secured by this mortgage and shall be collectible as such.

9. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced with interest thereon at the rate provided for in the principal indebtedness shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

10. If the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the Mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

11. If any default be made in the payment of the installments provided for in paragraph 3 hereof, or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said Mortgagee, become immediately payable, and the Mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

12. If proceedings to foreclose this mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued, or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the Mortgagors. In the event of a default in any of the conditions of this mortgage the Mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the Mortgagee to foreclose this mortgage because of a default.

13. No sale of the premises hereby mortgaged, no forbearance on the part of the Mortgagee or its assigns, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part, nor shall the full force and effect of this instrument be altered thereby.

14. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

15. In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the Mortgagee will be entitled to a deficiency judgment.

Notice of the exercise of any option granted to the Mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with reasonable attorney's fees.

If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.



VA# LH. 510583

63101376

ASSUMPTION RIDER TO MORTGAGE/DEED OF TRUST

THIS ASSUMPTION RIDER is made this 27TH day of JULY, 1988 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

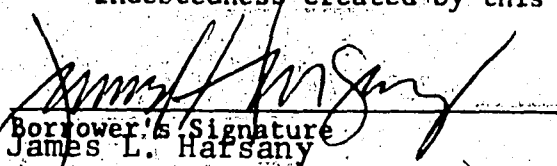
MARGARETTEN AND COMPANY INC. (the "Lender") of the same date and covering the Property described in the Security Instrument located at:

130 NORTH CASTLE STREET, LOWELL, INDIANA 46356  
Property Address

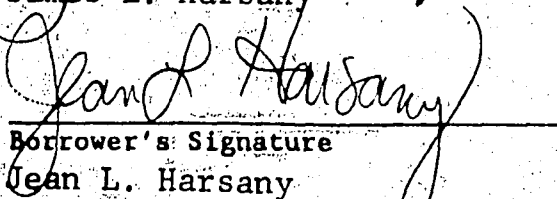
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code.

- a. Funding Fee. "A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b)."
- b. Processing Charge. "Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteran's Administration for a loan to which section 1817A of chapter 37, title 38, United States Code applies."
- c. Indemnity Liability. "If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

  
Borrower's Signature  
James L. Harsany

July 27, 1988  
Date

  
Borrower's Signature  
Jean L. Harsany

July 27, 1988  
Date