

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 7th day of September, 1988, WITNESSETH, That Jesus L. Rios and Shirley Rios, husband and wife of Lake County, State of Indiana, MORTGAGE AND WARRANT to

- BENEFICIAL INDIANA INC., a Delaware corporation duly authorized to do business in Indiana,
COMMONWEALTH LOAN COMPANY, an Indiana corporation doing business as "BENEFICIAL FINANCE CO.",
BENEFICIAL MORTGAGE CO. OF INDIANA, a Delaware corporation duly authorized to do business in Indiana,
COMMONWEALTH LOAN COMPANY, an Indiana corporation doing business as "BENEFICIAL MORTGAGE CO.",
(The box checked above identifies the Mortgagee)

having an office and place of business at 227 W. Ridge Road, Munster, In, 46321, County of Lake, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lot 58, Resubdivision of Lots 30-139, inclusive, Oakcrest Manor Addition to the City of Hammond, as shown in Plat Book 34, page 49, in Lake County, Indiana.

RECORDED IN LAKE COUNTY RECORDS INDIANA NO. 46307. SEP 9 11 33 AM '88 LILLIAN A. BLASTICK CROWNPOINT, INDIANA

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.

If this box is checked, this Mortgage is subject to a prior mortgage dated February 15, 1977, executed by Jesus L. Rios and Shirley Rios, husband and wife as mortgagor(s) to Bank of Highland as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$21,400.00. That prior mortgage was recorded on February 15, 1977, with the Recorder of Lake County, Indiana in Mortgage Record No. 393325, page -----.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain promissory Note or Loan Agreement (Note/Agreement), which is of even date herewith and is in the

- Total of Payments of \$7848.00 (precomputed loan).
Actual Amount of Loan of \$, together with interest on unpaid balances of the Actual Amount of Loan at the rate of Rate of Charge set forth in the Note/Agreement.

Mortgagors covenant and agree with Mortgagee, as follows:

- To pay when due all Indebtedness provided in the Note/Agreement and secured by this Mortgage, without relief from valuation and appraisal laws.
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.
To keep the Property insured against loss by fire and such other hazards, and in such amounts as Mortgagee shall require, with carriers satisfactory to Mortgagee, with loss payable to Mortgagee as its interest may appear.
To pay all taxes and assessments levied against the Property when due and before penalties accrue.

On failure of Mortgagors in any of the foregoing, Mortgagee, at its option, may (a) pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, (b) insure the Property and (c) undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any of such purposes shall become a part of the Indebtedness secured by this Mortgage and shall bear interest at the Rate of Charge or, if the loan is a precomputed loan, at the Annual Percentage Rate from and after the date of payment by Mortgagee until repaid in full by Mortgagors.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.

Upon default of Mortgagors in any payment or performance provided for in this Mortgage or in the Note/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, then the Indebtedness shall become immediately due and payable at the sole option of 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 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 Indebtedness.

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