## 086315

THIS INDENTURE WITNESSETH, that

## INDIANA REAL ESTATE MORTGAGE

Donell Baity and V. Lavern Baity, Husband and Wife

The in

. Notary Public

Lake Mercinafter referred to as Mortgagors, of County, state of Indiana , Mortgage and warrant to Morwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate, in Lake County, State of Indiana, to wit Parcel #3: Lot 42 and the north 12 feet of Lot 41 in block 4 in South Bend and Gary Land Company's Subdivision, in the city of Gary as per plat thereof, recorded in plat book 8, page 12, in the office of the recorder of Lake County Indiana , payable to Mortgagee in monthly to secure the repayment of a promissory note of even date in the sum of  $\approx 52/5.97$ installments, the last payment to tall due on 3/19. In 93, and also to secure the repayment of any and all future advances and sums of money which may from time to time percenter be advanced in bound to Mortgagors by Mortgagor provided however, that the principal amount of the outstanding indebtegaces owing to Mortgagor by Mortgagors at any one time, shall not exceed the sum of \$125,000 00. Mortgagors expressly agree to keep all logal taxes, assessments, and prior lieus 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 such taxes, assessments, benefit of the Mortgagee as its interest may appear; and up and prior liens, and cause said property to be repaired, an gors to do so. Mortgagee may pay such takes, which the takered, and the amount so paid shall become a part of the indebtedness secured by this mortgage with all taxes, assessments, charges, and insurance, without any relief Mortgagors agree to pay all modebtodness secured hereby, too whatsoever from valuation or appraisement laws of the State County Recorder! 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 fulure 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 Mortgagoe The covenants contained herem shall bind and mure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever seed 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 19th day of STATE Sign here 🗔 Donell Baity Type name as signed: V. Lavern Baity Type name as signed. Sign here 🗓 🦿 Type name as signed Sign here 17 Type name as signed State of Indiana County of Lake Before me, the undersigned, a Notary Public in and for said County, this 19th day of February camponell Baity and V. Lavern Baity and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal

942 E83 (IN)

Type name as signed

My Commission Expires May 14, 1991

This instrument was prepared by

cynthia a lear