

097741

REAL ESTATE MORTGAGE

Mortgagee
FORD MOTOR CREDIT COMPANY

207 Dixie Way N South Bend, IN 46637

NUMBER AND STREET CITY

Name and Address of Borrower(s) (Mortgagor(s))

James B Sumrall, A Life Estate, Remainder to
James D Sumrall
7030 Hemlock Ave
Gary, IN 46403

Loan Date:
First Payment Due:
Final Payment Due:
Total of Payments: \$ 28800.00

The undersigned, being the Mortgagors identified above, do hereby Mortgage and Warrant to the above named Mortgagee the following described real estate in Lake County, Indiana: Lot 3, Block "D", Gary Beach 2nd Subdivision, In the City of Gary. As shown in Plat Book 21, Page 58. In Lake County, Indiana. More Commonly known as: 7030 Hemlock Ave Gary, IN 46403

(hereinafter referred to as "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and Improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the payment of the indebtedness described above and to secure also the payment of any future advances made at Mortgagee's option to the Mortgagors, or any of them, and to secure any other sums that may be due Mortgagee hereunder. The Mortgagors, jointly and severally, covenant and agree that they will: pay the indebtedness at the times and in the amounts described above, without relief from valuation and appraisal laws; pay reasonable attorney's fees after default and referral to an attorney not a salaried employee of Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage; promptly pay when due all taxes, assessments, utility charges, repair costs, insurance premiums, and installments of principal and interest on any prior mortgage; keep the Mortgaged Premises and the buildings thereon in good repair; do no act that would unduly impair or depreciate the value of the property as security; not remove any buildings or improvements therefrom without the prior consent of Mortgagee; keep the Mortgaged Premises adequately insured to protect Mortgagee's interest therein against loss by fire, windstorm and such other hazards as Mortgagee may require from time to time; and to protect the Mortgagee's interest in this mortgage and in the Mortgaged Premises in any legal or equitable proceedings relating to this mortgage or the Mortgaged Premises.

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.

Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage and all sums so advanced or paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest at the rate set forth in the note secured hereby until paid. Such sums may include, but are not limited to, taxes, assessments, utility charges, repair costs, insurance premiums, installments of principal and interest on any prior mortgage, and any costs and expenses, including attorney's fees, incurred in any legal or equitable proceedings which relate to this mortgage or the Mortgaged Premises, except proceedings involving the foreclosure of this mortgage.

Upon default being made in payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the other terms, covenants or conditions hereof or of any note secured hereby; or in the event of sale or transfer of the Mortgaged Premises without written consent of Mortgagee, or should any action be filed in any court to enforce any lien on, claim against, or interest in the Mortgaged Premises, then the entire unpaid balance shall become immediately due and payable at the option of the Mortgagee and this mortgage may be foreclosed. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this mortgage. Such receiver shall take possession of the mortgaged property, collect the rents, issues, income and profits thereof and apply the same to the payment of all taxes, assessments, insurance premiums, and repairs required in his judgment to preserve the security of the mortgage debt, and promptly file his final report thereof with the clerk of said court, and subject to the approval of said court account for and pay over to the clerk, subject to the further order of the court, any balance of such income or other avails in his possession then remaining. 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.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties hereto:

IN WITNESS WHEREOF Mortgagors have executed this Instrument as of the Date of Loan written above

Signature James B Sumrall

Signature James D Sumrall

Printed Name James B Sumrall

Printed Name James D Sumrall

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, personally appeared James B Sumrall & James D Sumrall, Mortgagors aforesaid, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 27th day of April, 1998

Signature Yvonne Farias

Printed Name YVONNE FARIAS
Notary Public

My Commission Expires: May 31, 1991

This instrument was prepared by YR Bowman Ford Motor Credit Co. at 207 Dixie Way N. So Bend, IN 46637.

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