

103379

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Roger Maynard & Susan Maynard, Husband & Wife

of 3075 Burr St., Gary, IN, Lake County, in the State of Indiana, hereinafter called the Mortgagor, MORTGAGE AND WARRANT TO Mellon Financial Services Corporation whose address is 18139 Torrence Ave., Lansing, IL, Cook

Illinois County, ~~Indiana~~

hereinafter called Mortgagee, the following described real estate in the County of Lake in the State of Indiana, to-wit:

THE SOUTH HALF OF THE WEST 262.0 FEET OF TRACT NO. TWELVE 12, AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF THE WEST 1/3 OF U.S. GOVERNMENT LOT TWO 2 IN SECTION 24, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 23, PAGE 30, IN THE RECORDER S OFFICE OF LAKE COUNTY, INDIANA.

Permanent Parcel # 41-49-0041-0050

Address of: 3075 Burr St. Gary, IN, 46406

STATE OF INDIANA/S.S. REC. LAKE COUNTY FILED FOR RECORD MAY 31 11 55 AM '90 ROBERT J. BOGGS RECORDER



together with all buildings, improvements, plumbing, heating or lighting fixtures, or appurtenances now or hereafter situated thereon, and the rents, issues and profits thereof, to secure the repayment of a loan made by mortgagor to the mortgagor as evidenced by promissory note of even date herewith in the principal sum of Ten Thousand

Four Hundred Ninety Nine and 97/100

Dollars (\$ 10,499.97 ) payable in 60 monthly instalments beginning July 4, 1990

and having a final maturity date of June 4, 1995

Mortgagor covenants that it is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the real estate, that the real estate is unencumbered except for Inland Employees Federal Credit Union, and that mortgagor will warrant and defend generally the title to the real estate against all claims and demands.

This Mortgage secures, in addition to the repayment of the above referenced promissory note, all extensions and renewals thereof and performance of all terms and conditions thereof, the performance by mortgagor of all covenants contained herein and all advances permitted to be made by mortgagee hereunder.

The mortgagor covenants and agrees with the mortgagee that mortgagor will: (1) pay said promissory note according to its terms; (2) keep the improvements on said property insured in an amount satisfactory to mortgagee and insured by a company satisfactory to mortgagee against loss by fire, windstorm and such other casualties as mortgagee may require, with proceeds of loss payable to mortgagee as its interest may appear; (3) maintain said real estate in its present condition of repair, normal and ordinary depreciation alone excepted, and not commit or suffer waste to be committed thereon; (4) pay all taxes and assessments levied or assessed against said real estate; (5) use said property only for lawful purposes and abide by all laws, ordinances and regulations applicable thereto; (6) abide by and perform each agreement and covenant set forth in the promissory note secured by this Mortgage and abide by and perform each and every covenant mortgagor has made in the prior mortgage or deed of trust set forth herein. If the mortgagor fails or neglects to pay any claim, lien or encumbrance, or the taxes, tax title or claim, and assessments levied or assessed against the mortgaged real estate, or to maintain insurance on the mortgaged property; or fails to abide by and perform each and every covenant of mortgagor in the prior mortgage or deed of trust set forth herein, then in any such event the mortgagee at its option may pay any such taxes and assessments and may obtain and pay for such insurance, or make advances for repairs necessary to maintain the improvements covered by this mortgage or pay such prior mortgagee or beneficiary of such prior deed of trust, and all sums so paid shall become a part of the indebtedness secured hereby and shall be due and payable forthwith by the mortgagor to the mortgagee without notice or demand, with interest at the highest lawful rate.

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