

105717

REAL ESTATE MORTGAGE

This mortgage made on the 7TH day of JUNE 1990 between PETER GUARDIOLA and RAMONA GUARDIOLA, HUSBAND AND WIFE hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES CO. OF INDIANA INC. whose address is 2136 45TH STREET HIGHLAND, IN hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a loan agreement of even date herewith in the amount of \$ 15292.09 together with interest as provided in the loan agreement which has a final payment date of JUNE 15TH 2000.

The property hereby mortgaged, and described below, includes all improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of mortgagor's indebtedness for a period not exceeding the term of such indebtedness and to charge mortgagors with the premium thereon, or to add such premium to mortgagor's indebtedness. If Mortgagee elects to waive such insurance mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage; and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge mortgagors with the amount so paid, adding the same to mortgagor's indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due, or if mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of mortgagors herein contained be incorrect or if the mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage, in any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party, by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, mortgagors will pay to the Mortgagee, in addition to taxable costs, and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

The Mortgagee has the option to demand that the balance due on the loan secured by this mortgage be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, mortgagors shall be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Mortgagee has the right to exercise any remedies permitted under this mortgage.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon its several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in LAKE County, State of Indiana, and is described as follows:

LOT SIX (6) AND THE NORTH ONE-HALF (1/2) OF LOT SEVEN (7) IN BLOCK FOUR (4) IN SOUTH PARK SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK ELEVEN (11) PAGE EIGHTEEN (18), THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS 2413 BIRCH AVENUE WHITING, IN 46394

STATE OF INDIANA / S.S. NO. FILED FOR RECORD / LAKE COUNTY / JUNE 12 1 09 PM '90 / ROBERT REINZENDER

Peter Guardiolo MORTGAGOR

Ramona Guardiolo MORTGAGOR

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER:

STATE OF INDIANA, COUNTY OF LAKE, SS.

Before me, the undersigned, a notary public in and for said county and state, personally appeared

PETER GUARDIOLA AND RAMONA GUARDIOLA, HUSBAND AND WIFE and acknowledged in the execution of the foregoing mortgage.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 7th day of June, 1990.

My Commission Expires: 5/12/91

Notary Public signature and seal area.

MARK MANISCALCO, PORTER NOTARY: PLEASE PRINT NAME AND COUNTY.

This instrument was prepared by MELISSA A. GRAH

4.00 CC