NORWEST FINANCIAL-73 137596

TWIN TOWERS MALL, UNIT 27
1000 E 80th PLACE
MERRILLVILLE, INDIANA 46410

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Charles Atkins and Clastein Atkins, husband and wife, hereinafter referred to as Mortgagors, of Lake County, state of Indiana, Mortgage and warrant to Norwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate, in Lake County, State of Indiana, to wit:

Lot 25, except the North 5 feet, in block 4, E.R. Maas' first addition to Tolleston, in the city of Gary, as shown in plat book 6 page 46, in Lake County, Indiana, and the north 36 feet of that part of vacated 24th avenue adjoining said lot on the south

to secure the repayment of a promissory note of even date in the sum of $ 28,890.68, payable to Mortgagee in monthly installments, the last payment to fall due on 12/6, 2000, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of $125,000.00,

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens 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 pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisement laws of the State of Indiana.

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 failure 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 Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used 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 6th day of December, 19 90.

Sign here: Charles Atkins
Type name as signed: Charles Atkins

Sign here: Clastein Atkins
Type name as signed: Clastein Atkins

Sign here:
Type name as signed:

Sign here:
Type name as signed:

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
DEC 5 3 05 PM '90
ROBERT [illegible]
RECORDER

State of Indiana)
) ss.
County of Lake)

Before me, the undersigned, a Notary Public in and for said County, this 6th day of December, 19 90, came Charles and Clastein Atkins and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Type name as signed: D. D. Duncan, Notary Public

My Commission Expires: May 14, 1991

This instrument was prepared by: cynthia a. lear

942 E83 (IN)

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