

91009394

REAL ESTATE MORTGAGE

BANC ONE FINANCIAL SERVICES, INC. 2028 W. 81st AVE.

P.O. BOX 10485 MERRILLVILLE, IN 46411-0485

the "Mortgagor" of

BERNADETTE J. FISSINGER, HUSBAND AND WIFE.

-ALFRED J. FISSINGER AND

County, Indiana, mortgage(s) and warrant(s) to BANC ONE FINANCIAL

LAKE SERVICES, INC. of

THIS INDENTURE WITNESSETH That,

MERRILLVILLE

, Indiana, the "Mortgagee" the following described real estate, in

County, Indiana, to-wit:

1810 CHELSEA STREET, OAK MANOR CONDOMINIUM, PHASE TWO, A HORIZONTAL PROPERTY REGIME, AS CREATED BY DECLARATION OF CONDOMINIUM RECORDED MAY 8, 1974 AS DOCUMENT NO. 250487 AND AMENDMENT THERETO RECORDED FEBRUARY 20, 1975 AS DOCUMENT NO. 289219, AND 2ND AMENDMENT THERETO RECORDED AUGUST 9, 1976 AS DOCUMENT NO. 363730 AND 3RD AMENDMENT THERETO RECORDED MAY 19, 1980 AS DOCUMENT NO. 584906, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND AS FURTHER AMENDED, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

MORE COMMONLY KNOWN AS: 1810 CHELSEA DR SCHERERVILLE IN 46375.

Document

TOGETHER with all rights, privileges, interests, easements, hereditements, appurenances, fixtures, and improvements now or hereafter belonging, appertaining, attached to or used in connection therewith, thereinater referred to as the "Mortgaged Premises")

and all the rents, issues, income and profits thereof.

This mortgage is given to secure the part of the provisions hereof and the payment of one promissory Note from Mortgagor to Mortgagee dated EEBRUARY 27 Lake Count 1991 education sum of \$

principal together with interest as provided therein and maturing on

And also to secure the payment of any renewals, modifications or extensions of the said indebtedness.

Mortgagor covenants and agrees with Mortgagoe that: Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder without, relief from valuation and appraisement laws; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered: by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagoe and procured from an insurance company chosen by Mortgagoe and procured from an insurance company chosen by Mortgagoe Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement of defense of the terms of this mortgage or the fleri hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filling, recording and releasing this mortgage or the fleri hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filling, recording and releasing this mortgagoe may pay the same and the Mortgagor shall repay. of the terms of this mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing this mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgager shall repay to the Mortgagee, the amount permitted by law, and all sums so paid will be secured this mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heretofore specified on the dust thereof, or upon default in any of the terms, covenants or conditions of this prortgage or of the note secured hereby, or in the event Mortgagor shall abandon the Mortgager without the consent in writing of the Mortgagee, or if waste shall be constituted or permitted, or should any action or proceedings be filed in any court to enforce any lien on, claim against, or interest in the above described case state, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee, and payment may be enforced by the foreclosure of the mortgage and sale of the property. In the event of default in the payment of any installments or upon default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby, sill rents, issues, income and profits in connection with the Mortgaged Premises. Any rents, income, issues and/or profits received by Mortgagor in connection with the Mortgagor as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days. Prior written rolles to Mortgagee and to Mortgagor authorizes Mortgage on Mortgagor authorizes Mortgage to endone on Mortgagor's behalf drafts reflecting such insurance proceeds of any condemnation or eminent domain proceedings which are hereby assigned

on Mortgagor's behalf drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgagee, provided that Mortgagee shall remit to Mortgagee such surplus, if any, as remains after the insurance or condemnation proceeds have been applied; at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgagee. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

Any forbearance by Mortgagee in exercising any right or remedy hereunder, under the note or otherwise afforded by applicable law, shall not be a walver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised

concurrently, independently or successively,

Mortgagor Includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagee includes its successors

attorneys.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this FEBRUARY.

ALFRED

STATE OF INDIANA, COUNTY OF LAKE

SS:

	Beiore me, a Nou	ary Public in and joi	said County and S	rare bersonamy	rbberred rue wood	علام 6	CVEN. "I	. a 13 13 24	*****	
٠.;	TO THE REAL PROPERTY.	. J. Pissinge	D THE CRAND & AT	IN UTPR	and acknowled	leed the ex	ecution o	f the forego	ing Morte	zage
•	BRKNUNDI II	THE CALL TO STRUCK	K)-UO SDAIN-A	455 44		nw	Δ		10	01
. :	Witness my hand	and Notarial Seal t	his 27.TI	ay of	f/rebkne	1K1(f-i-f			Z
·			•	'	Heneli		///		· /	
•		•		~ /	VI Com L. 1		PIII	ILA DA		
					Lunion.	(//	بيير	يريس	(<u> </u>	
٠.	5. 4 (4.5)		•		Signature)				• .	

... BRENDA C. PRICHARD

Notary Public

My	Comm	saton F	xpires: _	 (0 2/26/9 3—	
My	County	of Res	idence:		PORTER	*****
	**					