

NORWEST FINANCIAL-73

91020870

TWIN TOWERS MALL, UNIT 27

INDIANA REAL ESTATE MORTGAGE

1000 E 80th PLACE

MERRILLVILLE, INDIANA 46410

Richard O Hertaus and Patricia Hertaus

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: All that certain property situated in Lake Station in the county of Lake, and state of Indiana and being described in a deed dated 9/25/87 and recorded 10/01/87 among the land records of the county and state set forth above, and referenced as follows: 94194, being more fully described as follows: Lots 24 and 25 block 8, east Gary Real Estate Company's First Addition to East Gary, now Lake Station, as shown in plat book 10, page 9, Lake County, Indiana

to secure the repayment of a promissory note of even date in the sum of \$ 6627.66 , payable to Mortgagee in monthly installments, the last payment to fall due on 5/26/96 , 19__ , 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 appraisal 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 26th day of April 19 91

Sign here

Type name as signed: Richard O. Hertaus

Sign here

Type name as signed: Patricia Hertaus

Sign here

Type name as signed:

Sign here

Type name as signed:

State of Indiana)

) ss.

County of Lake)

Before me, the undersigned, a Notary Public in and for said County, this 26th day of April, 19 91, came Richard O and Patricia Hertaus, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

David D. Duncan

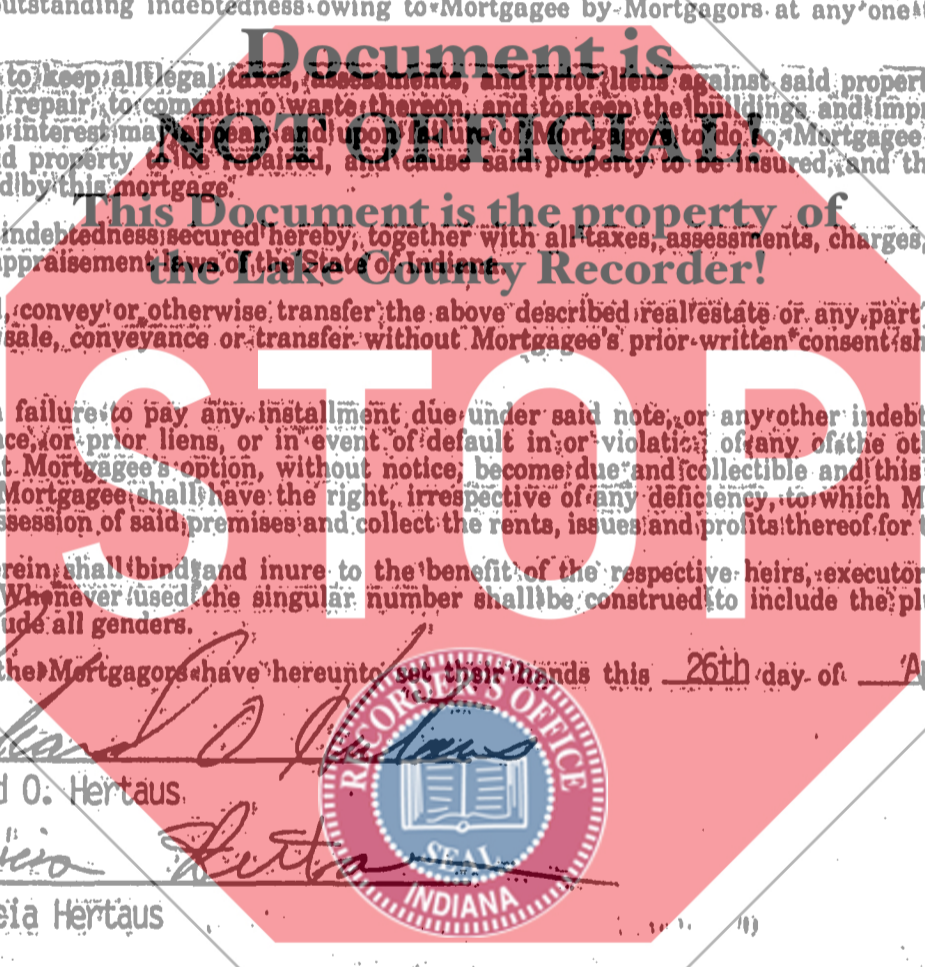
Type name as signed:

David D. Duncan

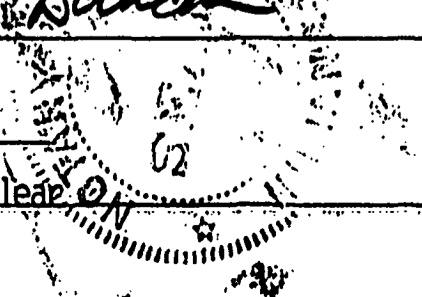
, Notary Public

My Commission Expires: May 14, 1991

This instrument was prepared by: Cynthia A. Leape



STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED MAY 2 9 32 AM '91 ROBERT W. BELAND RECORDER



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