

91020950

REAL ESTATE MORTGAGE

Return to:
First American Title Insurance Company
5265 Commerce Drive
Crown Point, IN 46307
250 E. Carpenter Freeway Irving, Texas

Mortgagee: E.E.S. BS.
~~FORD CONSUMER FINANCE CO., INC.~~

250 E. Carpenter Freeway Irving, Texas
NUMBER AND STREET CITY

Name and Address of Borrower(s) (Mortgagor(s))
EDDIE E. SKIMEHORN AND
BERNADINE SKIMEHORN HUSBAND AND WIFE
3944 Colburne Street
Hobart, IN 46342

Loan Date: 4-29-91
First Payment Due: 6-1-91
Final Payment Due: 5-01-06
Total of Payments: \$ 63,975.60

The undersigned, being the Mortgagors identified above, do hereby Mortgage and Warranty to the above named Mortgagee the following described real estate in Lake County, Indiana;

SEE ATTACHED LEGAL DESCRIPTION

(hereinafter referred to as "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the payment of the indebtedness described above and to secure also the payment of any future advances made at Mortgagee's option to the Mortgagors, or any of them, and to secure any other sums that may be due Mortgagee hereunder. The Mortgagors, jointly and severally, covenant and agree that they will: pay the indebtedness at the times and in the amounts described above, without relief from valuation and appraisal laws; pay reasonable attorney's fees after default and referral to an attorney not a salaried employee of Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage; promptly pay when due all taxes, assessments, utility charges, repair costs, insurance premiums, and installments of principal and interest on any prior mortgage; keep the Mortgaged Premises and the buildings thereon in good repair; do no act that would unduly impair or depreciate the value of the property as security; not remove any buildings or improvements therefrom without the prior consent of Mortgagee; keep the Mortgaged Premises adequately insured to protect Mortgagee's interest therein against loss by fire, windstorm and such other hazards as Mortgagee may require from time to time; and to protect the Mortgagee's interest in this mortgage and in the Mortgaged Premises in any legal or equitable proceedings relating to this mortgage or the Mortgaged Premises.

In the event of a default in any of the conditions of this mortgage the Mortgagee is also expressly given the right to take possession of, and hold the Mortgaged Premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the Mortgagee to foreclose this mortgage because of a default.

Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage and all sums so advanced or paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest at the rate set forth in the note secured hereby until paid. Such sums may include, but are not limited to, taxes, assessments, utility charges, repair costs, insurance premiums, installments of principal and interest on any prior mortgage, and any costs and expenses, including attorney's fees, incurred in any legal or equitable proceedings which relate to this mortgage or the Mortgaged Premises, except proceedings involving the foreclosure of this mortgage.

Upon default being made in payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the other terms, covenants or conditions hereof or of any note secured hereby, or in the event of sale or transfer of the Mortgaged Premises without written consent of Mortgagee, or should any action be filed in any court to enforce any lien on, claim against, or interest in the Mortgaged Premises, then the entire unpaid balance shall become immediately due and payable at the option of the Mortgagee and this mortgage may be foreclosed. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this mortgage. Such receiver shall take possession of the mortgaged property, collect the rents, issues, income and profits thereof and apply the same to the payment of all taxes, assessments, insurance premiums, and repairs required in his judgment to preserve the security of the mortgage debt, and promptly file his final report thereof with the clerk of said court, and subject to the approval of said court account for and pay over to the clerk, subject to the further order of the court, any balance of such income or other avails in his possession then remaining. Said receiver may be appointed irrespective of the value of the mortgaged property, or its adequacy to secure or discharge the indebtedness due or to become due.

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

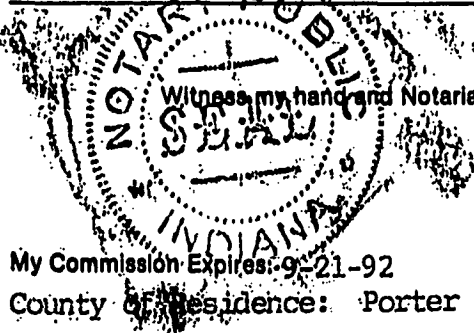
IN WITNESS WHEREOF, Mortgagors have executed this instrument as of the Date of Loan written above:

Signature Eddie E. Skimehorn
Printed Name EDDIE E. SKIMEHORN

Signature Bernadine Skimehorn
Printed Name BERNADINE SKIMEHORN

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, personally appeared Eddie E. Skimehorn and Bernadine Skimehorn, Mortgagors aforesaid, and acknowledged the execution of the foregoing instrument.



Witness my hand and Notarial Seal this 29th day of April, 1991
Signature Margaret E. Lawhead
Printed Name MARGARET E. LAWHEAD
Notary Public:

This instrument was prepared by Margaret E. Lawhead, under the direction of Tamie Rhodes, Ford Consumer Finance Company INDIANA

LEGAL DESCRIPTION

VACATED LOTS 27 AND 28, IN BLOCK 1, IN CHAS. M. BARNEY'S GARY PARK ADDITION TO HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: THE SOUTH 55 FEET OF THE EAST 125 FEET OF THE FOLLOWING DESCRIBED PARCEL TO-WIT: PART OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN THE CITY OF HOBART, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND 364.6 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF HOWARD STREET A DISTANCE OF 631.5 FEET; THENCE EAST 265.4 FEET TO A POINT ON THE WEST LINE OF COLBOURNE STREET, WHICH POINT IS 631.75 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTH 631.75 FEET ALONG THE WEST LINE OF COLBOURNE STREET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WEST 265.6 FEET TO THE POINT OF BEGINNING.

This Document is the property of the Lake County Recorder!

ADDRESS PER APPLICATION: 3924 COLBOURNE STREET, HOBART, INDIANA.

