

ADDITIONAL TERMS

Mortgagor agrees to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Mortgagor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain insurance in such form and amount as may be satisfactory to the Mortgagee in said Mortgagee's favor; and in default thereof Mortgagee may (but is not obligated to do so and without waiving its right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Mortgage and shall bear interest from the date of payment at the rate provided in the note which is secured by this mortgage.

Mortgagor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee and to pay all costs and expenses, including cost of evidence of title in a reasonable sum, in any such action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Mortgage.

221 W. 40th Pl.
Lafayette Ind 317

Prepared by: Sidsel Lindborg

RELEASE OF MORTGAGE

91051305

THIS CERTIFIES that the annexed Mortgage to Transamerica Financial Services which is recorded in the office of the Recorder of Lake County, Indiana, in Mortgage Record 939380, page _____, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said mortgagee this 5th day of September, 1990.

ATTEST:

MORTGAGORS: Robert C. Higginbotham and Mabel L. Higginbotham, husband and wife

Timothy A. Ballance
ASSISTANT SECRETARY
STATE OF INDIANA, OHIO

By William J. Cox
VICE PRESIDENT

COUNTY OF FRANKLIN

Transamerica Financial Services

Before me, the undersigned, a Notary Public in and for said county, this 5th day of September 1990, came Timothy A. Ballance and William J. Cox and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires

11-23-94



Debbie K. Lones
Notary Public.

DEBBIE K. LONES
Notary Public, State of Ohio
My Commission Expires Nov 23, 1994.

MORTGAGE

From

To

Received for Record

The _____ day of _____

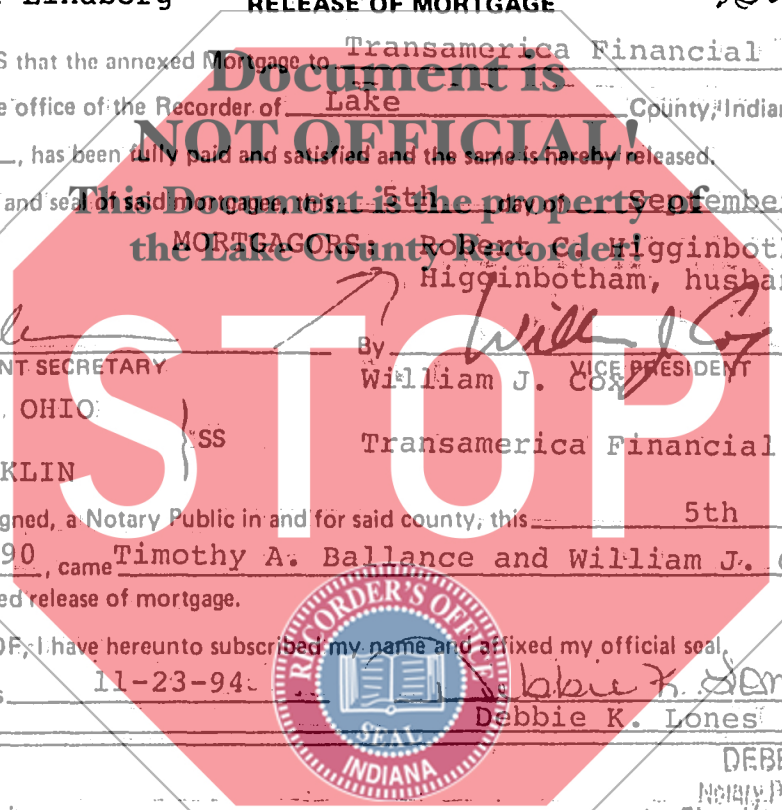
A.D., 19 _____ at _____ o'clock _____ M. and recorded

in Record

pages

Recorder of _____ County

der's Fee, - \$ _____



STATE OF INDIANA
OCT 9 11 59 AM '90
ROSE (SEAL)

100/