

92010638 REAL ESTATE MORTGAGE

This mortgage made on the 5th day of February 1992, between John Kwiatkoski and Toni Kwiatkoski, husband and wife, hereinafter referred to as MORTGAGORS, and AVGO Financial Services, Inc., whose address is 216 Pine Lake Avenue, PO Box 98, LaPorte, Indiana, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described: This Mortgage is given to secure the payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagor's Note of even date herewith in the Principal Sum of Seven Thousand Seven Hundred and Seventy-Two Dollars and 88/100

Dollars (\$ 7672.88 ) payable in installments with a final maturity date of February 10, 1992, together with interest at an annual percentage rate and in installments as provided in said Note which is incorporated herein by reference as if fully set out here at length.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, and fixtures thereunto attaching or in any way thereunto appertaining. TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any; briefly described as follows:

Mortgage is in favor of First Fireman's Fund Insurance Company dated March 30, 1979 and recorded April 3, 1979 for the amount of \$49,100.00.

If Mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagor's indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon; or to add such premium to Mortgagor's indebtedness. If Mortgagee elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagor's indebtedness secured hereby. Mortgagors further agree to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due; or if Mortgagors shall become debtors in a petition for relief filed under the Bankruptcy Code; or make an assignment for the benefit of creditors, or have a receiver appointed; or should the mortgaged property or any part thereof be attached, levied upon or seized; or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorney's fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorney's fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold. All costs detailed in this paragraph shall, at the option of Mortgagee, be added to Mortgagor's indebtedness and be secured by this mortgage.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant; and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

Mortgagors expressly agree to pay the sum above secured, without any relief whatever from valuation or appraisal laws of the State of Indiana.

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

The plural as used in this instrument shall include the singular where applicable. The real property hereby mortgaged is located in Lake County, State of Indiana, and is described as follows:

Lot 1 in corrected Plat of Barclay Village Unit No. 1, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 48 page 13, in the office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown. [Signatures of John Kwiatkoski and Toni Kwiatkoski]

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER

STATE OF INDIANA, COUNTY OF Lake, SS. Before me, the undersigned, a notary public in and for said county and state, personally appeared John Kwiatkoski and Toni Kwiatkoski, husband and wife, and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5th day of February 1992

My Commission Expires: 11-8-95 This instrument was prepared by Gloria A. Waldo, CSR [Notary Signature]



RECORDED FEB 21 1992