

27701152672

DOCUMENT NO.

92012539

REAL ESTATE MORTGAGE

THIS SPACE RESERVED FOR RECORDING DATA

LAWYERS TITLE INS. CO. INC.
ONE PROFESSIONAL CENTER
SUITE 215
OMRON POINT, IN 46201

That James D. Marshall and Martha S. Marshall, husband and wife

("Mortgagor," whether one or more) hereby mortgages to Fleet Finance, Inc., a Delaware Corporation ("Mortgagee") to secure payment of Twelve Thousand Four Hundred and no/100 (\$12,400.00)

Dollars evidenced by a note or notes bearing even date executed by Mortgagor to Mortgagee, and any extensions, renewals or additional sums loaned by Mortgagee to Mortgagor stated to be secured by this mortgage, the following property, together with the rents, profits, fixtures and other appurtenant interests ("Property"), located in Lake County, State of Wisconsin Indiana

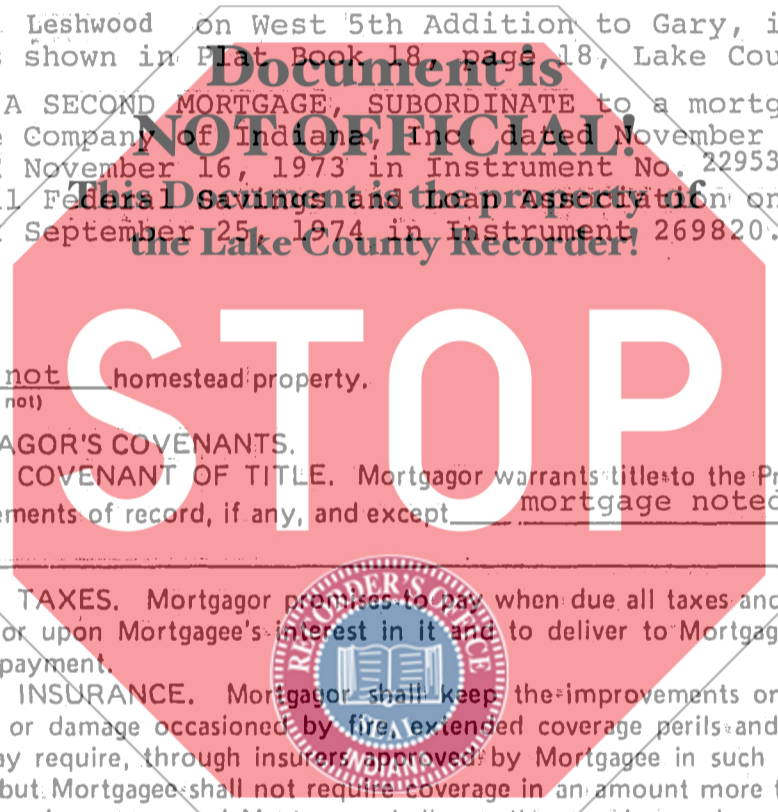
RETURN TO:

Fleet Finance, Inc.
10400 W. North Avenue
Wauwatosa, WI 53226

Tax Key 45-283-42

Lot 194, Leshwood on West 5th Addition to Gary, in the City of Gary, as shown in Plat Book 18, page 18, Lake County, Indiana.

THIS IS A SECOND MORTGAGE, SUBORDINATE to a mortgage to Colonial Mortgage Company of Indiana, Inc. dated November 15, 1973 and recorded November 16, 1973 in Instrument No. 229531; and assigned to Serial Federal Savings and Loan Association on May 30, 1974 and recorded September 25, 1974 in Instrument 269820.



ROBERT J. GIBSON, RECORDER

MAR 2 9 17 AM 1974

STATE OF INDIANA S.S. NO. LAKE COUNTY FILED FOR RECORD

This is not homestead property. (X) (is not)

1. MORTGAGOR'S COVENANTS.

(a) COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and except mortgage noted above.

(b) TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

(c) INSURANCE. Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged provided the Mortgagee deems the restoration or repair to be economically feasible.

(d) OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property.

2. DEFAULT. Upon the occurrence, without justification under governing law, of one or more events of default, Mortgagee shall have all rights for default provided by this Mortgage and applicable law. Events of default are:

(a) Payments. Upon default in any payment in the case of a non-Consumer Credit Transaction or, in the case of a Consumer Credit Transaction, upon default in payments as defined in Section 425.103(2) of the Wisconsin Statutes; or

(b) Nonperformance. Mortgagor fails to observe or perform any of Mortgagor's covenants or duties under this Mortgage if the failure materially impairs the condition, value or protection of or Mortgagee's right on the Property, or materially impairs Mortgagor's ability to pay the Note when due.

1000
diff

3. REMEDIES. Upon default, at the option of Mortgagee and without further notice or demand, the Note will become payable immediately unless notice to Mortgagor and an opportunity to cure is required by 425.105, Wis. Stats., and, in that event the Note will become payable if the default is not cured as provided in that statute within 15 calendar days after mailing the notice to Mortgagor or as otherwise provided by law. In case of default as defined in Paragraph 2 of this Mortgage, Mortgagee may, at his option and subject to the notice and cure provisions of the statutes if applicable, declare the whole amount of the unpaid principal due and payable and collect the same in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchaser's pursuant to the statutes.

4. EXPENSES AND ATTORNEYS' FEES. In case of default, whether abated or not, all expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and, in the event of foreclosure, be included in the judgment.

5. FORECLOSURE WITHOUT DEFICIENCY JUDGMENT. Mortgagor agrees to the provisions of Sections 846.101 and 846.103(2) of the Wisconsin Statutes, where applicable, and in the event of foreclosure of this mortgage, the mortgagee may elect to proceed thereunder.

6. LIMITATION ON PERSONAL LIABILITY. Unless a Mortgagor is obligated on the note or notes secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

7. RECEIVER. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

8. WAIVER. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

9. MORTGAGEE MAY CURE DEFAULTS. In case any taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the Property insured, the approved policies deposited, or the insurance premiums paid, or to keep the Property in good condition and repair, free from liens and waste, Mortgagee may cure the defaults, and all sums paid shall immediately be repaid to Mortgagee and shall unless repaid, be added to the indebtedness secured by the Mortgage and bear interest at the rate specified by the note or notes secured by this Mortgage and constitute a lien upon the Property.

NOTICE TO CUSTOMER
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Dated this 24th day of February, 1992.

(SEAL) James D. Marshall (SEAL)

* _____ * James D. Marshall

(SEAL) Martha S. Marshall (SEAL)

* _____ * Martha S. Marshall

ACKNOWLEDGEMENT

STATE OF WISCONSIN
County of Milwaukee

The foregoing instrument was acknowledged before me this 24th day of February, 1992, by James D. Marshall and Martha S. Marshall husband & wife

David J. Hughes
* David J. Hughes
Notary Public Milwaukee County, Wis.
My Commission (~~expires~~) (is) permanent

This instrument was drafted by
Attorney David J. Hughes

*Type or print name signed above.

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this .. 24th .. day of ... February .. 19.. 92., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Fleet Finance, Inc., A Delaware Corporation (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

..... 296 Gerry Street Gary, IN

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

James D. Marshall

James D. Marshall

(Seal)
Borrower

Martha S. Marshall

Martha S. Marshall

(Seal)
Borrower



WITNESS TO BORROWERS' SIGNATURES