92054406

250 EAST CARPENTER FREEWAY

hereinafter referred to as MORTGAGEE.

REAL ESTATE MORTGAGE

This mortgage made on 08/19/92, between EDWARD OHMANN MARILYN L. OHMANN HUSBAND AND WIFE hereinafter referred to as MORTGAGOR(S), and FORD CONSUMER FINANCE COMPANY, INC.

IRVING, 75062 AND

Whose adhered 50

WITNESSETH: Mortgagor(s) jointly and severally grants, bargains, sells, conveys and mortgages to Mortgagee, its successors and assigns, the real property hereinafter described, as security for the payment of a Note of even date herewith in the amount of 49,465.13 , together with interest as provided in the Note which has a final payment date of 08/25/02

The property hereby mortgaged, and described below, includes all improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

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 Mortgagor(s) hereby covenants that Mortgagor(s) is seized of good and perfect title to said property in fee simple and has authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears, and that Mortgagor(s) will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If Mortgagor(s) 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.

MORTGAGOR(S) AGREES: 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 Mortgagor(s) fails to do so, it hereby authorizes Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of the indebtedness of Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of Mortgagor(s). If Mortgagee elects to waive such insurance Mortgagor(s) agrees to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagor(s) agrees 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. Mortgagor(s) further agrees: 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 Mortgagor(s) fails to make any of the foregoing payments, it hereby authorizes Mortgage to pay the same on its behalf, and to charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of Mortgagor(s) secured hereby. 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, norm 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 Mortgagor(s) shall become bankrupt or insolvent, 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 of statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attained to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagor'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. Mortgagee's option, become immediately due and payable, without notice of damane, and shak 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 refits issued income and profits therefrom, with of without foreclosure or other proceedings. Mortgagor(s) shall pay all costs 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 of existence of this mortgage, Mortgagor(s) will pay to the Mortgagee, in addition to taxable costs and a reasonable fee for the search made and preparation for such foreclosure, 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

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

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 Lakey

County, State of Indiana, and is described as

Lots 18 and 19 in Block 28 in Second Subdivision to East Gary, as per plat thereof Office of the Recorder of Lake County, recorded in Plat Book 7 page 25, in the Indiana.

NDIANA

Tax Parcer Number: 14-19-	-00\2-00 TQ				
IN WITNESS WHEREOF Mortgagor	r(s) has executed this r	mortgage on the day above shown.			
x Marilyn & Shma	nv.	x Edward Oh EDWARD OHMANN	neusize	63	
ACKNOWLE	DGMENT BY INDIV	IDUAL OR PARTNERSHIP BORROV	NER 🏯 🐪	3	FILE
STATE OF INDIANA, COUNTY OF	Lake	, SS.	in j	124	D 7000
Before me, the undersigned, a note Marilyn L. Ohmann and Edv		id county and state, personally appeare		d acknowled	dged
the execution of the foregoing mortgage	9,			%	<i>₩</i>
IN WITNESS WHEREOF I have hereun	der subscribed my nan	ne and affixed my official seal this 19	th day of A	ıgust	·
My congnission expires: 4-8-95		Walt Pf			
Wy confinsion expires 11 2 0 33		- LANGER J. V.	/ /	OTARY PUL	
一直の心はない。		Walter J. Partyka,	resident o	of St. Jo	oseph
		County, Indiana	-		

NOTARY: PLEASE PRINT NAME AND COUNTY

Christine Kugler for The Title Search Co.