Return To: First Metropolitan
300 W Ridge
Gary IN 46402

REAL ESTATE MORTGAGE

St Metropolitan
300 W Ridge
Gary IN 46408

92075169

THIS INDENTURE WITNESSETH, that Renee Tipton (whether one or more, herein called "Mortgagor") of Lake County, Indiana, MORTGAGES AND WARRANTS to Holloway Lumber & Construction Co. Inc. Lake County, Indiana (herein called the "Seller" or "Mortgagee"), the following described real estate in Lake County, Indiana, to-wit:

92075170

Lot 40, Block 4, as marked and laid down on the recorded plat of Lincoln Park Addition to Gary, in Lake County, Indiana as the same appears of record in Plat Book 6, page 17, in the Recorder's Office of Lake County, Indiana

Commonly known as: 2671 Buchanan St., Gary, Indiana

Key#25-45-321-39

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ROBERT LEE PEDEN
RECORDER
LAKE COUNTY
FILED FOR RECORD
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together with all improvements thereon, and all rights, privileges, interests, easements, hereditaments, and appurtenances, thereof (herein collectively called the "Mortgaged Premises").

This Mortgage is given to secure the performance by Renee Tipton ("Borrower") (Borrower often is the same person as Mortgagor) of the covenants and agreements contained herein, and in a Consumer Credit Sale Agreement-Home Improvement Contract of even date with a maturity date of (herein called the "Contract"), and to secure the payment of an Amount Financed of $7450.00 Dollars, with Finance Charge thereon, as provided in the Contract which is incorporated herein by reference as if fully set out here at length.

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The Mortgagor expressly agrees to pay the sum above secured, without any relief whatever from valuation or appraisement laws of the state of Indiana.

Mortgagor shall pay all taxes, assessments and charges that are levied against the Mortgaged Premises as the same become due.

Mortgagor shall keep the Mortgaged Premises insured against loss and damage by fire, windstorms and other hazards with such insurers and in such amounts as shall be approved by the Mortgagee. All such insurance policies shall contain clauses making all proceeds of such policies payable to the Mortgagee in form satisfactory to Mortgagee.

In the event Mortgagor fails to do so, Mortgagee, at its option, may pay any and all taxes levied or assessed against the mortgaged premises, may procure and / or maintain in effect insurance with respect to the mortgaged premises, and may undertake the repair of the premises to the extent it deems necessary, and may do any other thing which Mortgagor is obligated to do and perform, and all sums advanced by Mortgagee for any of such purposes shall become part of the indebtedness secured hereby and shall bear interest at the same rate as the Contract from the date of payment by Mortgagee until repaid in full by Mortgagor.

Upon the default by Mortgagor in any payment or performance provided for herein, then the entire indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor. In the event proceedings to foreclose this mortgage are instituted, any costs incurred by Mortgagee in obtaining an abstract of title, and any reasonable attorneys fees or expenses incurred by Mortgagee may be added to the principal balance due.

If all or any part of the mortgaged premises or any interest in it is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at its option and in accordance with applicable law, declare all the sums secured by this mortgage to be immediately due and payable.

The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagee, subject to the provisions of the above paragraph. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who is not a signer of the Contract acknowledges receipt of a direct or indirect financial benefit from the transaction, and is executing this mortgage only to grant and convey that Mortgagor's interest in the premises to the Mortgagee.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Mortgagee request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Assignee, COMMERCIAL CREDIT CORPORATION, c/o the office address of the registered agent of Assignee on file with the Indiana Secretary of State, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hand and seal this 28th day of September, 19 92.

Witness, Typed Name: Allan Fefferman — Mortgagor, Typed Name: Renee Tipton

Witness, Typed Name: — Mortgagor, Typed Name:

STATE OF INDIANA)
ss:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of September, 19 92, personally appeared Renee Tipton the above-named Mortgagor, and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal.

Notary Public, Typed Name: Felipa Ortiz
My Commission Expires: 11-16-93

This instrument was prepared by: Allan Fefferman

Mortgage

27141 (4) (IN) Printed in U.S.A. 3/90

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