

93046358

REAL ESTATE MORTGAGE, O. C.

THIS INDENTURE WITNESSETH, That _____ DIANE COUNTS _____

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to ANNA KREN

(the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

PARCEL I: Lot 4 in Beaver Dam Acres, Unit 1, as per plat thereof, recorded in Plat Book 44, page 139, in the Office of the Recorder of Lake County, Indiana.

PARCEL II: Lot 3 in Beaver Dam Acres, Unit 1, as per plat thereof, recorded in Plat Book 44, page 139, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part described as follows: Beginning at the Northwest corner of Lot 3; thence South 02 degrees 15 minutes 16 seconds East, along the West line thereof, 351.11 feet to the Southwest corner of said Lot 3; thence South 89 degrees 58 minutes 09 seconds East, along the South line thereof, 150 feet; thence North 24 degrees 18 minutes 07 seconds West, 283.2 feet to an iron pipe; thence North 27 degrees 07 minutes 19 seconds West, 104.27 feet to the Northwest corner of said Lot 3 and the point of beginning.

Commonly known as: 6433 - 115th Court W, Crown Point, Indiana 46307



(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated 1993, in the principal amount of Seventy-four Thousand and 00/100 Dollars (\$74,000.00) with interest as therein provided and with a final maturity date of July 1, 2008.

Said principal and interest are payable as follows:

In monthly installments of Six Hundred Twenty-four and 45/100 Dollars (\$624.45) payable commencing on August 1, 1993 and on the first day of each month thereafter until paid in full, with interest at the rate of six percent (6%) per annum on the unpaid balance until paid.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

STATE OF INDIANA
FILED OFFICE OF RECORDER
LAKE COUNTY, INDIANA
JUL 19 1993

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