

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 10th day of March, 19 94, WITNESSETH, That Mark A. Hamilton and Debra J. Hamilton Mortgageors, of Lake County, State of Indiana, MORTGAGE AND WARRANT to

BENEFICIAL MORTGAGE CO. OF INDIANA, a Delaware corporation duly authorized to do business in Indiana

Mortgagee, having an office and place of business at 2900 N. Calumet, Valparaiso, Indiana

Porter County, Indiana, the following described real property ("Property") situated in the County of Lake, Indiana:

Lot 309 in Heather Hills Section 3, Unit 1, to the Town of Schererville, as per plat thereof, recorded in Plat Book 69, page 53, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA S.S. NO. FILED FOR RECORD MAR 11 2 03 PM '94 SAL RECORDER

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together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on the Property, and the rent, issues and profits of that Property.

[X] If this box is checked, this Mortgage is subject to a prior mortgage dated October 18 19 91 executed by Mark A. Hamilton and Debra J. Hamilton as Mortgageor(s) to Crown Mortgage Co. as Mortgagee, which prior mortgage secures payment of an agreement in the principal amount of \$67470. That prior mortgage was recorded on October 30, 19 91, with the Recorder of Lake County, Indiana in Mortgage Record No. 91055031 page

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Credit Line Account Agreement ("Agreement") of even date herewith, by which the Mortgagee is obligated to make loans and advances up to \$ 32000.00, hereinafter referred to as the "Credit Line," which Credit Line shall not exceed \$250,000.00 and all other obligations of the Mortgageors under the terms and provisions of this Mortgage.

Mortgageors covenant and agree with Mortgagee, as follows:

- 1. To pay when due all indebtedness provided in the Agreement and secured by this Mortgage, without relief from valuation and appraisal laws.
2. To keep the Property in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor suffer any waste on such Property.
3. To keep the Property insured against loss by fire and such other hazards, and in such amounts as the Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear.
4. To pay all taxes and assessments levied against the Property when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of Mortgageors in any of the foregoing, Mortgagee, at its option, may pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, may insure the Property and may undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any such purposes shall become a part of the Unpaid Balance secured by this Mortgage and shall bear interest at the Finance Charge rate being charged under this Agreement.

Upon default of Mortgageors in any payment or performance provided for in this Mortgage or in the Agreement, or if Mortgageors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgageors or any of them or for any part of the Property, or if one of the Mortgageors dies, then the entire secured indebtedness shall become immediately due and payable at the sole option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Any cost incurred by Mortgagee or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the Unpaid Balance of the loan.

If Mortgageors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms presented by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

No delay or extension of time granted or suffered by Mortgagee in the exercise of its rights under this Mortgage shall constitute a waiver of any of such rights for the same or any subsequent default. Mortgagee may enforce any one or more of its rights or remedies under this Mortgage successively or concurrently.

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