

94023757

MORTGAGE

MORTGAGE, made this 25TH day of March, 1994, between JEFFREY ALAN TOMAGA and CATHERINE A. TOMAGA, husband and wife

of 1241 West 37th Avenue, Hobart, Indiana 46342

hereinafter (whether one or more in number) called mortgagor, and Aetna Finance Company, a Delaware Corporation, having a place of business located at 1415 West 22nd St., Oak Brook, Illinois 60521, hereinafter called mortgagee:

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount of FIFTY-ONE THOUSAND, TWO HUNDRED AND NO/100 \$51,200.00, (Note made under mortgagee's assumed name, ITT Financial Services) receipt of the proceeds of which loan is hereby acknowledged, does by these presents jointly and severally mortgage and warrant unto mortgagee, forever, the following described real estate in Lake County, State of Indiana:

Lots 10 and 11 in Block 1 in Golf Park Subdivision in the City of Hobart, as per plat thereof, recorded in Plat Book 19, page 35, in the Office of the Recorder of Lake County, Indiana.

PERMANENT PARCEL INDEX NO.: 27-17-0176-0010 and 27-17-0176-0011

STATE OF INDIANA / S.S.M.D. LAKE COUNTY FILED FOR RECORD MAR 30 12 55 PM '94 SAMUEL CALICH RECORDER

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Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storms, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises".

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple and has authority and power to convey the same, free and clear of all incumbrances, except as follows:

Real estate taxes for 1993 and subsequent years.

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby, according to the terms thereof and all renewals and extensions thereof, and all other present and future indebtedness (except subsequent consumer credit sales) of mortgagor to mortgagee, all without regard to valuation or appraisal laws and all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then the presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed, taxed and levied together, without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including of mortgage interest which this mortgagee may have or be deemed to have in such premises by reason of this mortgage, and to deliver to mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights, offsets or deductions against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured with an insurance company authorized to do business in the State of Indiana for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due to comply with coinsurance provisions, if any, in insurance policies approved by the mortgagee and such policies of insurance shall contain clauses making the loss payable to the mortgagee as its interest may appear and wherein the mortgagee's interest shall not be invalidated by any act or neglect of the mortgagor or owner of the premises. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured whether due or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee:

1. To pay the indebtedness hereby secured according to the terms of repayment.
2. To keep the mortgaged premises in good tenable condition and repair.
3. To keep the mortgaged premises free from liens superior to the lien of this mortgage.
4. Not to commit waste nor suffer waste to be committed.
5. Not to do any act which shall impair the value thereof.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises insured, the approved policies deposited, the insurance premiums paid, or to keep the same in good condition and repair, free from liens, waste, mortgagor authorizes, but does not obligate, mortgagee to cure such defaults, and within a reasonable time after advancing such sums shall state in writing the amount of the sums advanced and other required disclosures, and all or any such sums so paid shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness hereby secured, form a lien upon the real estate described herein, and bear interest at the same rate or rates as the principal indebtedness evidenced by the Note described herein.

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Upon breach or non-performance of any of the terms, conditions, warranties, or promises by the mortgagor herein, or in said Note, which breaches or non-performances materially impair the condition, value or protection of the mortgaged premises, or the mortgagor's ability to pay the indebtedness secured hereby, or upon default in any payment, or if mortgagee deems the indebtedness insecure, the indebtedness, at the option of the mortgagee and without further notice or demand, shall become immediately due and payable.

Upon default, mortgagor agrees to pay all costs of collection permitted by law which are actually incurred by the mortgagee including reasonable attorneys' fees as permitted by law.

Upon commencement or during the pendency of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver as permitted by law, to take possession and collect the rents, issues, income and profits of said premises during the pendency of said action and until confirmation of sale, and may order such rents, issues, income and profits when so collected, to be held and applied as the court shall from time to time direct.

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor and shall inure to the benefit of the mortgagee, the mortgagee's successors, and assigns. Each mortgagor and the respective spouse of each mortgagor waives dower, curtesy, homestead and other exemption rights.

Any award of damages under condemnation for injury to, or taking of, any part or all of said mortgaged premises is hereby assigned to mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

Any provisions hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 25TH day of March, 1994.

Signed and sealed in presence of
[Signature]

x [Signature] (Seal)
JEFFREY ALAN TOMAGA

x [Signature] (Seal)
CATHERINE A. TOMAGA

(Seal)

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INDIVIDUAL ACKNOWLEDGEMENT!
This Document is the property of the Lake County Recorder!

STATE OF INDIANA)
County of _____)

Before me, the undersigned, a Notary Public in and for said County and State, this 25TH day of March, 1994, personally appeared the within named JEFFREY ALAN TOMAGA and CATHERINE A. TOMAGA

mortgagors aforesaid, who acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

" OFFICIAL SEAL "
BLAKE THIESSE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/12/94

[Signature]
Notary Public, _____ County, Indiana
My Commission expires 10-12-94

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA)
County of _____)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 19____, personally appeared _____, mortgagors

aforesaid, by _____ and _____ its President and Secretary respectively, and acknowledged the execution of the above and foregoing instrument.

Notary Public, _____ County, Indiana
My Commission expires _____

THIS INSTRUMENT WAS PREPARED BY Jay M. Reese, 284 West Fullerton, Addison, Illinois 60101-3783

IN-1201 Rev. 9/86

MORTGAGE TO _____
Rec'd for Record _____ o'clock _____ M.
and recorded _____
RECORDER _____
of _____ County, Indiana _____
RELEASE
THE CONDITIONS of the within mortgage having been complied with, the undersigned hereby cancels and releases the same this _____ day of _____, 19____.