

REAL ESTATE MORTGAGE

94023764

THIS MORTGAGE SECURES FUTURE ADVANCES

THIS INDENTURE WITNESSETH, that the Mortgagor (all, if more than one) Charles E. James, Jr. and Theresa Ballas James, husband and wife, resident in Lake County, Indiana, grants to the Mortgagee,

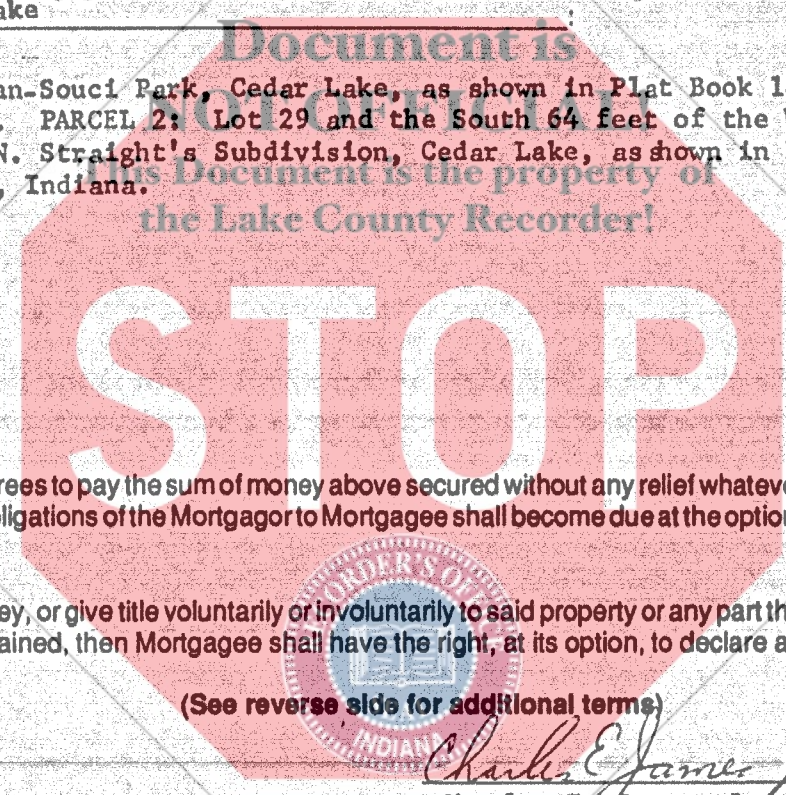
Transamerica Financial Services

109 W. 86th Place

Merrillville, IN 46410

with mortgage covenants, to secure the payment of a promissory note dated March 28, 1994 for the Total Amount of Loan (Amount Financed plus Prepaid Finance Charge) of \$ 11,130.67 and all other obligations of Mortgagor to Mortgagee, the following described REAL ESTATE together with improvements thereon situated in Indiana, County of Lake

PARCEL 1: Lot 44, San-Souci Park, Cedar Lake, as shown in Plat Book 18, page 13, in Lake County, Indiana. PARCEL 2: Lot 29 and the South 64 feet of the West 3 feet of Lot 28, Block 2, C. N. Straight's Subdivision, Cedar Lake, as shown in Plat Book 18, page 20, Lake County, Indiana.



Document is the property of the Lake County Recorder!

STATE OF INDIANA / S.S.M.U. LAKE COUNTY FILED FOR RECORD
JUN 30 12 55 PM '94
SAMUEL MEECH RECORDER

The Mortgagor expressly agrees to pay the sum of money above secured without any relief whatever from valuation or appraisal of the State of Indiana. All obligations of the Mortgagor to Mortgagee shall become due at the option of the Mortgagee, without notice upon any default.

Should Mortgagor sell, convey, or give title voluntarily or involuntarily to said property or any part thereof, without the written consent of Mortgagee first being obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(See reverse side for additional terms)

Charles E. James, Jr. (Seal)
Charles E. James, Jr.

Theresa Ballas James (Seal)
Theresa Ballas James

STATE OF INDIANA)
COUNTY OF Lake) ss.

Before me, Kevin W. Heneghan a Notary Public in and for said county, this 28th day of March 19 94 personally appeared the above-named Charles E. James, Jr. and Theresa Ballas James, husband & wife and acknowledged the foregoing instrument to be their free act and deed.

Prepared by: Dolores Sebben
My commission Expires 2-3-98

Kevin W. Heneghan (Seal)
Kevin W. Heneghan Notary Public resides in Porter County

800

ADDITIONAL TERMS

Mortgagor agrees to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding.

Mortgagor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain insurance in such form and amount as may be satisfactory to the Mortgagee in said Mortgagee's favor, and in default thereof Mortgagee may (but is not obligated to do so and without waiving the right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Mortgage and shall bear interest from the date of payment at the rate provided in the note which is secured by this Mortgage.

Mortgagor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee and to pay all costs and expenses, including cost of evidence of title in a reasonable sum, in any such action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Mortgage.

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to _____ Document is which is recorded in the office of the Recorder of _____ County, Indiana, in Mortgage Record _____, page _____, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said mortgagee, this _____ day of _____, 19 _____

ATTEST:

ASSISTANT SECRETARY

By _____ (SEAL)

VICE PRESIDENT

STATE OF INDIANA

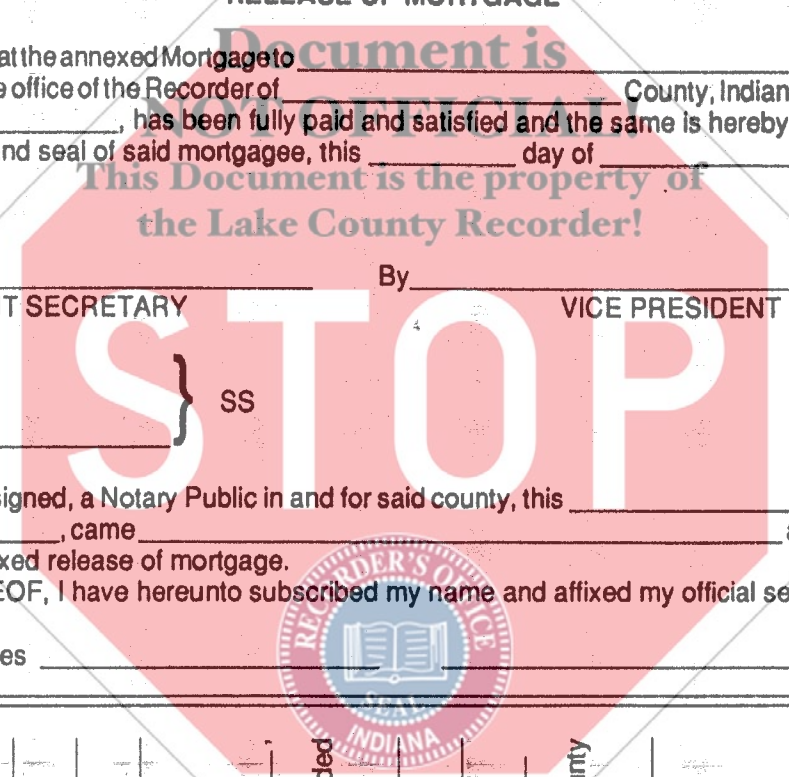
COUNTY OF _____

SS

Before me, the undersigned, a Notary Public in and for said county, this _____ day of _____ 19 _____, came _____ and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires _____ Notary Public.



MORTGAGE

From

To

Received for Record

The _____ day of _____

A.D., 19 _____ at _____ o'clock _____ M. and recorded

in Record _____

pages _____

Recorder of _____ County

Recorder's Fee, - \$ _____

Handwritten notes and signatures in the mortgage section, including 'STICOR' and 'RECTOR'.