35079	TICOR - MERRILLVILLE
94028563	
and the second s	STATE MORTGAGE
Lake County, State of Indiana, more particularly	ed, jointly and severally, ("Mortgagors") of the State of Indiana, hereby MORTGAGE Mortgagee"), the real estate and improvements ("Real Estate") located in described in Exhibit A, attached hereto and made a part nereof, together with all rights, ments now or hereafter belonging, appertaining, attached to, or used in connection with, the "Mortgaged Property").
	and to secure payment of a certain promissory note (the "Note") of even date herewith,
Mortgagors jointly and severally, covenant with Mortgagee as follows:	
1. Payment of Sums Due. Mongagors shall pay when due all indebtedness secured by this Mongage, on the dates and in the amounts, respectively, as provided in the Note or in this Mongage, as when the payment(s) thereof become due, all without relief from valuation and appraisement laws and with attorneys' fees.	
2. No Liens. Mortgagors shall not permit any lien of mechanic for more than 45 days after receiving notice thereof from Mortgagee.	s or materialmen to attach to and remain on the Mortgaged Property or any part thereof
Mortgagors shall procure and maintain in effect at all times adequate insurance in of the Mortgaged Property because of fire, windstorm or other such hazards in such	hall keep the Mortgaged Property in good repair and shall not commit waste thereon. i insurance companies acceptable to Mortgagee against loss, damage to, or destruction amounts as Mortgagee may reasonably require from time to time, and all such insurance to Mortgagee and Mortgagors as their respective interests may appear. Upon request, until indebtedness secured hereby is fully paid.
4. Taxes and Assessments. Mortgagors shall pay all taxes or and when the same become due and before penalties accrue.	assessments levied or assessed against the Mortgaged Property, or any part thereof, as
to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall or dates of payment at the rate of eighteen percent (18%) per annum. Such sums	potion, advance and pay all sums necessary to protect and preserve the security intended become a part of the indebtedness secured hereby and shall bear interest from the date may include, but are not limited to, insurance premiums, taxed assessments and liens aged Property, or any part thereof, and all costs, expenses and attorney's fees included to this Mongage or to the Mongaged Property.
performance of any covenant or agreement of Mongagor hereunder or in the Note shall abandon the Mortgaged Property, then and in any such event, the entire in Mongagee, without notice, and this Mongage may be foreclosed accordingly. Up Property, and may add the cost thereof to the principal balance due.	default by Mongagor in any payment provided for herein or in the Note, or in the including any other mongage applicable to the Mongaged Property, or if Mongagors debtedness secured hereby shall become immediately due and payable at the option of on such foreclosure. Mongagee may obtain appropriate title effecte to the Mongaged
7. Non-Waiver; Remedies Cumulative. No delay by Mongo	gee in the exercise of any of its rights hereunder shall preclude the exercise thereof so any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent
the payments thereon, or accept a renewal note or notes thereafter, without conservations	Mortgagor. Mortgagee may extend the time for payment of the indebtedness, or reduce at of any junior lien holder, and without the consent of Mortgagors. No such extension, ity hereof in any manner whatsoever, or release, discharge or affect in any manner the
9. Subordination. This Mongage shall be subordinate only to being utilized only to purchase the Mongage Property.	o Mortgagors' purchase money mortgage of even date herewith, the proceeds of which
and assigns of the parties to this Mortgage. When applicable, use of the singular	form of any word also shall mean or apply to the plural and masculine form shall mean ais Mongage are for convenience only and do not define, limit or construe the contents
	ferred by the undersigned, or if the Mortgaged Property is ever held or used by esidence, then, notwithstanding the foregoing, any and all amounts outstanding and fortgagee upon such occurrence.
IN WITNESS WHEREOF, Mongagor has executed this Mongage this	8th day of APRIL .1994.
Mongagor: Signature: Signature:	while James
	nthia L. Francis
Printed: Print	ed:
STATE OF INDIANA) COUNTY OF LAKE) SS:	
Before me, a Notary Public in and for said County and State, persona execution of the foregoing Mortgage.	ally appeared JOHN E. FRANCIS who, being first duly sworn, acknowledged AND CYNTHIA L. FRANCIS
Witness my hand and Notarial Seal this 8th day of APRIL	199_4
My Commission Expires: Notary Public	PAULA BARRICK
10/02/97	PAULA BARRICK

10/02/9/

PAULA BARRICK

My County of Residence:

Printed Name

manifestation of the state of t

LAKE

This instrument was prepared by Lante K. Earnest, Esq., KLINEMAN, ROSE, and WOLF, P.C., 135 N. Pennsylvania Street: Suite 2100, Indianapolis, Indiana 46204-2456.

and the

EXHIBIT "A"

Lot 79 in Independence Hill Third Addition, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 24 page 69, in the Office of the Recorder of Lake County, Indiana.

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP