

94091447

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that MARTHA ANN KIMBROUGH hereinafter referred to as Mortgagor, of LAKE County, State of INDIANA, Mortgagee and warrant to Noyes Financial Indiana, Inc. Hereinafter referred to as Mortgagee, the following described real estate, in LAKE County, State of Indiana, to wit:

LOT 7, IN BLOCK 6, CT 1 & INVESTMENT CO'S OAK PARK ADDITION TO TOLLISTON, IN THE CITY OF GARY, AS PER PLAT THEREOF RECORDED IN BOOK 1276, PAGE 163, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,

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to secure the repayment of a promissory note of open date in the sum of \$ 12625.35, payable to Mortgagee in monthly installments, the last payment to fall due on 05/22, 1999, and also to secure the repayment of any and all future advances, and sums of money which may from time to time hereafter be advanced or loaned to Mortgagee by Mortgagee, provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagee at any one time, shall not exceed the sum of \$125,000.00.

Mortgagor expressly agree to keep all legal taxes, assessments, and prior liens against said property paid; to keep the buildings and improvements thereon in good repair; to commit no waste thereon; and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagor to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagor agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisement laws of the State of Indiana;

Mortgagor agree not to sell, convey or otherwise transfer the above described real estate for any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagor agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagee hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereon for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 18 day of APRIL, 1994

Sign here [Signature]
Type name as signed: MARTHA ANN KIMBROUGH
Sign here []
Type name as signed:
Sign here []
Type name as signed:
Sign here []
Type name as signed:



STATE OF INDIANA S.S.M.D.
LAKE COUNTY
FILED FOR RECORD
APR 26 1 49 PM '94
SANDOVAL
RECORDER

State of Indiana)
County of LAKE) ss.

Before me, the undersigned, a Notary Public in and for said County, this 18 day of APRIL, 1994, came BARBARA S. SANDOVAL, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

[Signature]
KATHERINE L. CARLTON, Notary Public

Type name as signed:
My Commission Expires: 3-13-98
This instrument was prepared by: KATHERINE L. CARLTON

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