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MORTGAGE

MORMAN	
montonor, made this3ppday of	Janua
MORTGAGE, made this _3RD day of	19 95 between EDEY SOLIS and
Uf 4212 CATON FROM Chicago	
of 4212 Carey, East Chicago, Inchesing the Chicago, Inches	iana 46312
moreinaiter (whether one or more in number	miled
business located at 605 Highway 160 No.	called mortgagor, and Aetha Finance Company, a Delaware Corporation, having a place of the \$1200.Minneapolis.Mn.55440 , Indiana, hereinafter called mortgague:
TO NO	En. #1200, Minneapolis, Mr. 55440 Indiana having a place (
WITNESSETH, That more ungue to execute an	, Indiana, nereinalter called mortgagos
of FLETEEN THOUSAN THOUSE HINTERED	ion of a loan from mortgages evidenced by a Nose handlar and door to
ARKUMAN PROPERTY AND THE PROPERTY AND TH	ion of a loan from mortgages evidenced by a Note bearing even date herewith in the amount of the proceeds of which loan is hereby acknowledged down the made under mortgages.
name, ITT Financial Services) recut	of the property of orbital to the contract of the property of
Meverally mortgage and warrant unto mortant	of the proceeds of which loan is hereby acknowledged, does by these presents jointly and take
State of Indiana:	o forever, the following described real estate in Lake
	t of the proceeds of which loan is hereby acknowledged, does by these presents jointly and e, forever, the following described resi estate in
	•
DOE & MIOCK 14 in Park Additi	on to Indiana Harbor, in the City of East Chicago, as
shown in Plat Book 5 Page 324	in take County in the City of East Chicago, as
sour a take ask	in Dake County, Indiana.
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, PERMANENT PARCEL INDEX NO.: 24-30-0490-0006

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Together with all huildings and improvements now or herafter crected thereon and the rents, issues and profits throat, and all scopping equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and support to the lien himself. 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 the

The mortgager hereby covenants that the mortgager 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:

Subject to 1994 real estate taxes, a lien on madecormined

and the mortgagor will forever warrant and dolend the same to the martiagee spainst all claims whatsoever.

iPROVIDED ALWAYS, and these presents are upon this express condition that if the mortgager shall pay or cause to be paid to the mortgager the indebtedness as expressed in the above described. Note secured hereby, according to the terms thereof and all ranewals and extensions from valuation or appraisement laws and all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and presents and perform all other terms, conditions, covenants, warranties and promises herein contained, then these

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed 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 every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgage or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of 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, and 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 many appear and wherein the mortgagee's interest shall not be invalidated 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 tenantuble 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 promises so insured, the approved policies deposited, the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, mortgager authorizes, but does not obligate, mortgager to cure such defaults, and within a reasonable time after advancing such aums 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 mortgager and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, form a lien upon the real outsite 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, ncome and profits of said premises during the pendency of said action and until confirmation of sais, 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 foure to the benefit of the mortgages, the mortgages'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 mortgages 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 __ day of January Signed and spated in presen les By MA Name (Seal) TOFFIC 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 ___3RD__day of _ , personally appeared the within named .EDEY SOLTS and STLUTA SOLTS mortgagors aforesaid, who acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed, OFFICIAL SEAL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-30-98 Notary Poblic, _ County, Indiana My Cosyntission expires STATE OF INDIANA County of .. Bafore me, the undersigned, a Notary Public in and for said County and State, this _ _____, personally appeared _ , mortgagors Name of Corporation aforesaid, by 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. Roose, 284 West Fullerton, Addison, Illinois 60101-3783 IN-1201 Rev. 9/86 ., 19 Count E CONDITIONS of the within mort complied with, the undersigned her oclock MORTGAGE RELEASE releases the same this 2 ec'd for Record recorded ORDER