

MORTGAGE

MORTGAGE, made this 5TH day of JANUARY, 1995, between Robert M. Kennedy and Marilyn R. Kennedy, his wife of 513 Van Buren Street, Hobart, Indiana

hereinafter (whether one or more in number) called mortgagor, and Aetna Finance Company, a Delaware Corporation, having a place of business located at 605 Highway 169 North, Minneapolis, MN 55460, 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 TWENTY SIX THOUSAND SEVEN HUNDRED NINETY SEVEN AND FIFTY ONE/100'S \$26,797.51, (Note made under mortgagee's assumed name, ITI 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:

LOT 2, BLOCK 1, RIVERSIDE ESTATES, IN THE TOWN OF NEW CHICAGO, AS SHOWN IN PLAT BOOK 29, PAGE 66, IN LAKE COUNTY, INDIANA.

P.I.N.: 19-21-80-2

PROPERTY ADDRESS: 513 VAN BUREN STREET, HOBART, INDIANA 46342

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Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all 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 for 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:

NONE

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 relief from valuation or appraisal laws and all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these 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 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 mortgagee may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee 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.

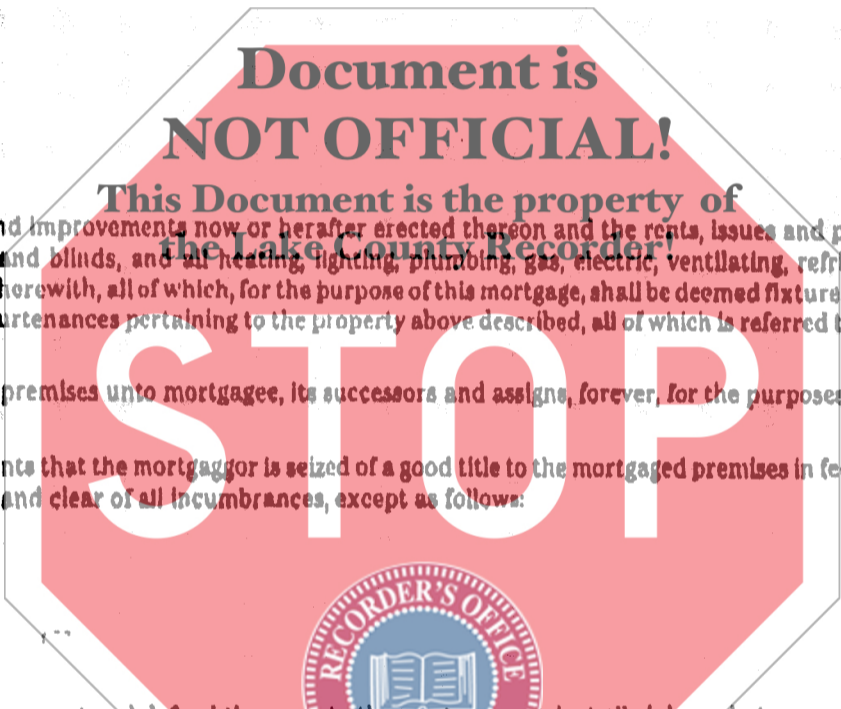
The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured with an insurance company authorized to do business in the State of Indiana for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due, and to comply with coinsurance 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 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 tenantable 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 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, 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 secured hereby, 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.

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
AMASA COLBY
CHIEF RECORDER
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