REAL ESTATE MORTGAGE

		(Ciosad-aud)			
THIS INDENTURE, made this David Ramos and Lau	lst ra C Ramos	day of	June	, 1995 WI		
of Lake			of Indiana	rymine are eight an earliegh have the earliegh and a state of the earliegh and a state of the earliegh and t	Mortg	agors,
MORTGAGE AND WARRANT			o or ringing,	1	<u> </u>	
	TE RENEFICIA	L INDIANA INC	,		0	
			, CO. OF INDIANA,		မ	
a Delaware corporation duly auth 238 W Lincoln High	orized to do business	in Indiana, havir	ng an office and plac	e of business at		
County of Lake		Indiana, the fol	lowing described res	I property ("Propert	W" elmisted	in the
County of ("Property") situated i	n the County ofI	ake	Indiana	reports (Froport	y / anuaucu	m uic
Lot 30, (Except the Block 3, Wisteria, in Lake County, Ind Indiana	in the City of	Hammond, as	shown in Plan	: Book 29, pag ke Avenue, Hamp	e 74. 느	FILED FOR RECORD
	D	ocume	nt is		c 6	Ü
	NOT	OFFI	CIAL!			
`/	This Docu	ment is the	e property o	of		
☐ If this box is checked, this Ma	rtgage is subject, sol	eprormantetee	Recorder!		, 19 ex	ecute
by	m mega akan senggangan pada di mega mengan mengan mengan mengan mengan senggan mengan senggan mengan	The second secon	og det de delinegde a denne om en inge -uner meddens denne oppnionsstates generalendigs glebasplansp		as mortgago	
AND ADDRESS OF THE PARTY OF THE		ne state in the pain	ainal amana a C C		as mort	
which prior mortgage secures pay was recorded on	ment of a promissor	y note in the prin	e Recorder of		hat prior mo	
Indiana in Mortgage Record No.		page , will th				ounty,
This Mortgage is given to secure t		e provisions hereo	f and payment of a c	ertain Loan Agreeme	ent ("Agreem	ent")
which is of even date herewith an	d is in the					

Mortgagors covenant and agree with Mortgagee, as follows:

of Loan at the rate of Rate of Charge set forth in the Agreement

50 Total of Payments of \$ 6840.00

☐ Actual Amount of Loan of \$

1. To pay when due all Indebtedness provided in the Agreement and secured by this Mortgage, without relief from valuation and appraisement laws.

(precomputed loan).

together with interest on unpaid balances of the Actual Amount

- 2. To keep the Property in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor suffer any waste on such Property.
- 3. To keep the Property insured against loss by fire and such other hazards, and in such amounts as Mortgagee shall require, with carriers satisfactory to Mortgagee, with loss payable to Mortgagee as its interest may appear.
- 4. To pay all taxes and assessments levied against the Property when due and before penalties accrue.

On failure of Mortgagors in any of the foregoing, Mortgagee, at its option, may (a) pay any and all taxes levied or assessed against the Property, and all or part of prior or senior encumbrances on the Property, (b) insure the Property and (c) undertake the repair of the Property to such extent as it deems necessary. All sums advanced by Mortgagee for any of such purposes shall become a part of the Indebtedness secured by this Mortgage and shall bear interest at the Rate of Charge or, if the loan is a precomputed loan, at the Annual Percentage Rate from and after the date of payment by Mortgagee until repaid in full by Mortgagors.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.

Upon default of Mortgagors in any payment or performance provided for in this Mortgage or in the Agreement, if any Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for Mortgagors or any of them or for any part of the Property, then the Indebtedness shall become immediately due and payable at the sole option of Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Any cost incurred by Mortgagee or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the unpaid balance of the Indebtedness.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the Indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

No delay or extension of time granted or suffered by Mortgagee in the exercise of its rights under this Mortgage shall constitute a waiver of any of such rights for the same or any subsequent default. Mortgagee may enforce any one or more of its rights or remedies under this Mortgage successively or concurrently.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge or Annual Percentage Rate until paid in full.

Upon commencement of a suit in foreclosure of this Mortgage or a suit to which Morgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the Indebtedness secured by this Mortgage.

necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the Indebtedness secured by this Mortgage.
Mortgagee, at its sole discretion, may extend the time of the payment of any Indebtedness, without the consent of any junior encumbrancer. No such extension of renewal shall affect the priority of this Mortgage or impair the security or operate to release, discharge or affect the principal liability of Mortgagors or any of them to Mortgagee whatsoever.
Mortgagor warrants that:
 The Property has not been used in the past and is not presently used for hazardous and/or toxic waste, The Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, Asbestos has not been used as a building material on any building erected on the Property in the past, The Property is not presently used for asbestos storage and The Mortgagor complies with all federal, state and local laws, as well as regulations, regarding the use and storage of asbestos.
Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any litegal drug activity.
If there be only one mortgagor, all plural words herein referring to Morgagore shall be read in the singular.
IN WITNESS WHEREOF Mortgagors have signed and sealed this Mortgage on the day and year first above written.
Witness Durialla tox
David Ramos
Witness with the state of Mortgagor
Laura C Ramos
Witness
Proted Name ACKNOWLEDGMENT
STATE OF INDIANA
COUNTY OF Lake
Before me, a Notary Public in and for said County and State, personally appeared David Ramos and who acknowledged the execution of the foregoing Mortgage.
Witness my hand and Notarial Seal this 1st day of June 1995 Notary Public Notary Public
This instrument was prepared by NOTARY FILE OF THE DIANA
J A Steinbeck My CCMM. 10.00 1100 APR 10.007
Return to
28 BENEFICIAL INDIANA INC.
BENEFICIAL MORTGAGE CO. OF INDIANA
238 W Lincoln Highway
Schererville, In 46375