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REAL ESTATE MORTGAGE

This indenture witnesseth that **JUAN GARCIA AND GILBERTA GARCIA, HUSBAND AND WIFE**

of **919 Water Street, Hobart, Indiana 46342**, as **MORTGAGOR**,

Mortgage and warrant to **RUBEN GARCIA**

of **11685 S.W. 51 Court, Cooper City, Florida 33300** *Indiana, as MORTGAGEE*,

the following real estate in
State of Indiana, to wit:

LAKE

County

The West 125 feet of the East 299 feet of the North 57 1/2 feet of the South 115 feet of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 36 North, Range 7 West of the 2nd P.M., City of Hobart, Lake County, Indiana.

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and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: A certain Promissory Note of even date herewith in the amount of \$1,500.00 with interest at the rate of 7% per annum and payments in the amount of \$50.00 or more per month beginning 1st day of Sept., 1995 and the 1st day of each month thereafter until fully paid.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with 7 percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:

NONE

State of Indiana, **LAKE** County, ss: Dated this 15th Day of September 1995

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of September 1995 personally appeared:

Juan Garcia and Gilberta Garcia and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires June 29, 1997

Ervin C. Carstensen Signature

ERVIN C. CARSTENSEN Printed Name

Resident of LAKE County

This instrument prepared by ERVIN C. CARSTENSEN, Atty I.D. 3141-45 Attorney at Law

MAIL TO: ERVIN C. CARSTENSEN, 503 Main St., Hobart, Indiana 46342

STATE OF INDIANA
FILED
LAKE COUNTY RECORDS
SEP 15 1995
MORTGAGE

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