

195826 Haschke TICOR 10

# REAL ESTATE MORTGAGE

(Not for Purchase Money)

MORTGAGE DATE:	09/15/95
LOAN NO.:	412804089

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the availability of the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to the passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION			
Land is located in the County of Lake, State of Indiana, described as Lot 34 in Block 22 in Turner-Meyn Park, in the City of Hammond, as per plat thereof, recorded in Plat Book 19 Page 12 in the Office of the Recorder of Lake County Indiana. Unit 26, Key No. 36-269-34			
MORTGAGOR(S)		MORTGAGEE	
Richard Haschke Joanna Haschke, His wife		Sterling Bank & Trust - Equity	
ADDRESS		ADDRESS	
3144 Crane Place		One Towne Square, 17th Floor	
CITY		CITY	
Hammond		Southfield	
COUNTY	STATE	COUNTY	STATE
Lake	IN	Oakland	MI
PRINCIPAL AMOUNT			
Fifteen Thousand Dollars and no/100			\$ 15,000.00

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which document such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no event will cause such other indebtedness to be declared in default. Mortgagor(s) agree to pay, and this mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.



STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 \$5.00  
 SEP 25 AM 9:11  
 REC'D

ADDITIONAL PROVISIONS
- NONE -

SIGNATURES - MORTGAGOR(S) / WITNESSES	
Signed and delivered in the presence of: X <u>Doris Surowiec</u> Witness' Signature <b>Doris Surowiec</b> X <u>Glenda Benton</u> Witness' Signature <b>Glenda Benton</b>	Signed and sealed by Mortgagor(s): X <u>[Signature]</u> Mortgagor's Signature <b>Richard Haschke</b> X <u>[Signature]</u> Mortgagor's Signature <b>Joanna Haschke, His wife</b> X _____ Mortgagor's Signature X _____ Mortgagor's Signature

NOTARIZATION	
State of <u>IN</u> County of <u>Lake</u>	The foregoing instrument was acknowledged before me this <u>15th</u> day of <u>September</u> , 19 <u>95</u> , by <u>Richard Haschke</u> <u>Joanna Haschke, His wife</u> Notary Public's Signature <u>[Signature]</u> Notary Public's Name <b>Denise K. Zawada</b> For the County of: <u>Lake</u> State of: <u>IN</u> My Commission Expires: <u>8/30/98</u>

When Recorded Return to: Sterling Bank & Trust - Equity One Towne Square, 17th Floor Southfield, MI 48076	Drafted By: <u>Debbie Lee</u> Address, City, State, Zip One Towne Square, 17th Floor Southfield, MI 48076
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21/11



**INTEREST RATE RIDER**

This rider is made this 15th day of September, 1995 and is incorporated into and will amend the Consumer Loan Agreement which is secured by the Real Estate Mortgage of the same date to **STERLING BANK & TRUST** for the property located at:

3144 Crane Place  
Hammond, IN 46323

The Note provides for changes in the interest rate, as follows:

I will pay interest at a yearly rate of 8.75, a rate which is below the stated floor rate, for the first three (3) months, commencing November 1, 1995 until January

Beginning February, the interest rate will be calculated at a fixed rate of 10.25, according to the terms and conditions of the Consumer Loan Agreement.

In consideration of the special interest rate of this program, if the above referenced loan is paid in full prior to 09/14/1998 (36 months) from the the first payment date, the borrower(s) recognize that closing fees in the amount of \$ 250.00 paid by Sterling Bank & Trust on your behalf, will be applied to the final principal and interest amount owed.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Interest Rate Rider.



[Signature]  
Borrower Richard Haschke

[Signature]  
Borrower Joanna Haschke

Borrower

Borrower

[Signature]  
Witness Denise Zawada

[Signature]  
Witness Doris Surowiec