Nations Title Agency 10

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THE The CIT	Group/ mer Finance, inc.				4292 p. 1 Didan	evolis 7	i.
COOP				•	7	/ / /	46260
Name and Address of			Mortgagee:			<del></del>	
LOUIS D. STREETER GLORIA A. STREETER			THE CIT GROUP/CONSUMER FINANCE, INC. 3500 DE PAUW BOULEVARD SUITE 1070				
715 W 10TH HOBART, IN	ST 46342		INDIANAPOL	IS, IN 4	6268		
Loan Number	Date	Date Final	Payment Due	Principal E	Balance		
	09/26/95	0.9	/30/10		040 076		
The words "I," "me"	and "my" refer to all Mo			secured by thi	\$48,976. s Mortgage. The	words "vou"	and "vour"
refer to Mortgagee as	nd Mortgagee's assignee	if this Mo	rtgage is assigned.	•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
MORTGAGE OF E	REAL ESTATE						
T			• • .				
interest at the rate se	ment of a Note I signed to the the Note secu	today pro	omising to pay you s Mortgage and any	the Principal modification	Balance as sho	wn above tog	ether with
		_				_	·
future improvements	ng this Mortgage mortgi s on the real estate and	all casemo	ents, rights appurter	nces and rents	, which is locat	ed in Indiana	County of
			The "Premises").			(	$\infty$
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	SEE ATTACHED	OC1	iment 19	ON (EXHI)	BIT A)		6
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			FFICIA				
			t is the pro				
	the La	ake Co	ounty Reco	rder!		<b>9</b>	
TEDAC AND CON	INTERIORIE.					MAR	FILE 95 S
TERMS AND CON	DITIONS:					_\$.	员 品
PAYMENT OF OB	LIGATIONS - If I sha	ıll pay my	Note according to i	its terms, this N	viortgage will be	come livillano	Moid. Ti
TAXES - LIENS -	INSURANCE - MAI	INTENAN	ICE - I will pay.	when they ar	e due and nav	able Sall taxe	All security
agreements (includin	g m <mark>ortgages), liens, asse</mark>	ssm <mark>ents,</mark> o	bligations, water ra	tes and any oth	er charges agair	nst the Premise	es, whether
superior or inferior to	o the lien of this Mortga d maintain and keep the l	ige, <mark>ma</mark> inu Premises ir	ain hazard insuranc a condrenair at all ti	ce on the Premi	iscs in your favor	or in a form a	ind amount
such tax, lien, assessm	ent, obligation, waterrat	es, premiu	morotherebarge (in				
purchase such insuran	cein your own name, if I	failtodosc					
	SEE OTHER SID	E FOR A	DUITIONALIMP	ORTANT PE	RMS	<b>a</b> .	4
Cianadalia OGMU	dance CEDWEN	DED 40	WOIANA IIII		- /	11-4	<u> </u>
Signed this 26TH	day of SEPTEM	ber, Is	<u> </u>	LOUIS I	D. STREET	i <i>nnall</i> Er	(Scal)
				Glor	u' a. S	treeter	<u>∪</u> (Scal)
				GLORIA	A. STREE	TER	(Scal)
						<del> </del>	(0011)
STATE OF INDIAN	•	ACKN	OWLEDGMENT				
STATE OF INDIAN	^	\					
COUNTY OF LA	AKE	SS.		1	LOUIS D.	STREETER	ı
Before me, a No	tary Public in and for sai	id County a	and State, personally		GLORIA A.		
and acknowledged the	e execution of the forego				3E		
as THEIR						_voluntary ac	and deed.
						الميان المسابق	
WITNESS my h	nand and Notarial Scal t	his <u>261</u>	H day of S	SEPTEMBE	<u>R</u>	, 1 <mark>9</mark> 95	<u>.</u>
			. A	V. S.	LX		
			Notar <sub>2</sub>	y Public			<del></del>
My Commission Exp	ires:			(PU, ~ )	ehmid 7	<i>f</i> .	<del></del>
7-	9-99		(Printe	ed Signature)			
My County of Reside	ence:	• • • • • • • • • • • • • • • • • • • •					

2-1192A (1/95) Indiana Second Mortgage

This instrument was prepared by PATSY SERVIES

The amount you pay will be due and payable to you on demand, will bear interest at the interest rate act forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises. I further warrant that the lien created by this Mortgage is a valid and enforceable second lien, subordinate only to (1) the advances actually made and secured by any first mortgage and (2) easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else including subsequent advances secured by any first mortgage.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION. Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or after, remove or demolish the buildings on the premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures, or if I default under the terms of any other mortgage covering the Premises, the entire unpaid principal balance and accrued end unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fees if the loan is referred to an attorney, not your employee, for collection or foreclosure of this Mortgage securing the Note and court costs and foreclosure expenses allowed by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and court costs and all other reasonable costs and expenses incurred if legally permitted, it will be paid to the persons legally entitled to it, but if any money is still owing, fagree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless i sm in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under the Mortgage will be apparate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notice and demand may be given to me either in person or by mail.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of Indiana and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

BINDING EFFECT - This Mortgage is binding on and inures to both your and my successors and assigns.



SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

PLEASE RETURN TO: The Cit Group/Consumer Finance Inc. P.O. Box 270858 Oklahoma City, O.K. 73137-0858

NATIONS TITLE AGENCY

EXHIBIT 'A'A

LEGAL DESCRIPTION -- LOUIS D. & GLORIA A. STREETER

Part of the West Half of the West Half of the Northeast Quarter of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian, described as follows:

Commencing at the Northeast Corner thereof; thence East 16 rods, thence South and parallel with the West line thereof, 80 rods; thence West 16 rods to the West line thereof, thence North along said West line 80 rods to the point of beginning, in the City of Hobart, Lake County, Indiana.

## EXCEPT:

A part of the West Half of the West Half of the Northeast Quarter of Section 6, Township 35 North, Range 7 West/ Lake County, Indiana described as follows:

Commencing at the Northwest Corner of the Northwest Quarter described above; thence South 00 degrees 48 minutes 34 seconds West (this and all subsequent bearings in this description being based on the same ayetem) 187.00 feet along the West line of said Northeast Quarter, said West line also being the West line of the owner's land to the point of beginning of this description thence South 19 degrees 21 minutes 26 seconds East 250.000 feet (measured at right angles) East of the West line of said Northeast Quarter; thence South 00 degrees 48 minutes 34 seconds West 863.45 feet along a line 100.00 feet East of and parallel to the West line of said Northeast Quarter, said West line also being the West line of the owner's land to a point on the South line of the owner's land, thence North 87 degrees 37 minutes 15 seconds West 100.04 feet along the South line of the owner's land, said Southwest Corner being on the West line of said Northeast Quarter; thence North 00 degrees 48 minutes 34 seconds East 1133.00 feet along the West line of the Northeast Quarter of Section 6, said West line also being the West line of the owner's land to the point of beginning and containing 2.230 acres, more or less.

ALSO KNOWN AS 715 W. 10TH ST. HOBARTHINDIANA 46342