

030314-9

Document Number

CONSUMER REAL ESTATE MORTGAGE

James D. Marshall and Martha S. Marshall, Husband and wife

("Mortgagor," whether one or more) hereby mortgages, conveys and warrants to Associates Financial Services Company of Wisconsin, Inc. ("Lender") to secure payment of Eighteen Thousand Three Hundred Ninty Eight and 10/100- - - - - Dollars (\$ 18,398.10- - - - -), together with interest thereon, evidenced by a note or notes bearing an even date executed by James D. and Martha S. Marshall, Husb & Wife Lender, and any extensions, renewals, modifications, and refinancing of any such note or notes on any terms whatsoever (including increases in interest rate and the payment of all other sums, with interest), advanced to protect the security of this Mortgage, the property described on Exhibit A hereto, together with all privileges, hereditaments, easements and appurtenances, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing improvements and fixtures (all called the "Property") in Lake County County, State of Wisconsin.

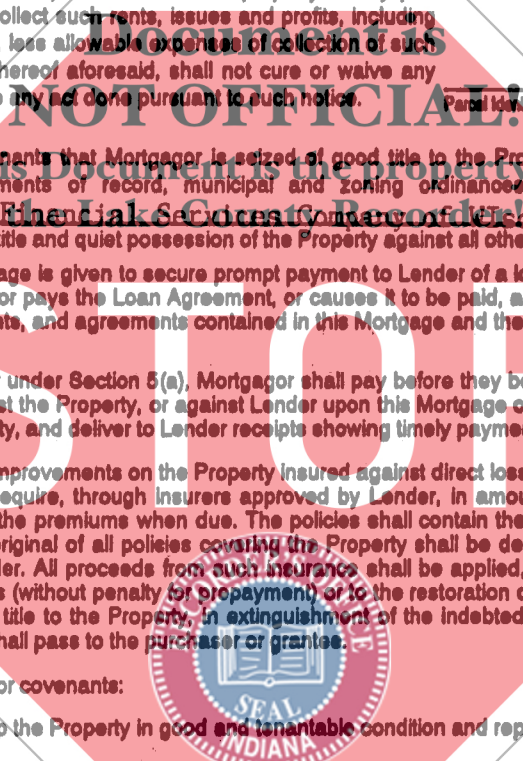
Unless prohibited under state law, as additional security, Mortgagor hereby gives to and confers upon Lender the right, power, and authority, during the continuance of this mortgage agreement, to collect the rents, issues, and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender, upon giving written notification to the Mortgagor or his successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Name and Return Address

ASSOCIATES FINANCIAL SERVICES P.O. BOX 27208 West Allis, WI 53227

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD 96068995 96AUG15 PM 1:37

Parcel Identification Number (PIN)



1. COVENANT OF TITLE. Mortgagor covenants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and Boatmans and Associates Financial Services Company of Wisconsin, Inc. Mortgagor will forever guarantee and defend the title and quiet possession of the Property against all other claims.

2. MORTGAGE AS SECURITY. This Mortgage is given to secure prompt payment to Lender of a loan agreement of Mortgagor to Lender of even date herewith, and any extensions thereof. If Mortgagor pays the Loan Agreement, or causes it to be paid, according to its terms, and makes all other payments and performs all other terms, conditions, covenants, and agreements contained in this Mortgage and the Loan Agreement, then this Mortgage ceases and is void.

3. TAXES. To the extent not paid to Lender under Section 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Loan Agreement or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

4. INSURANCE. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts not less than the unpaid balance of the Loan Agreement without co-insurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Loan Agreement in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

5. MORTGAGOR'S COVENANTS. Mortgagor covenants:

- (a) CONDITION AND REPAIR. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
(b) LIENS. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage;
(c) WASTE. Not to commit waste or permit waste to be committed upon the Property;
(d) CONVEYANCE. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor hereunder or upon the Note hereby secured;
(e) ALTERATION OR REMOVAL. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
(f) CONDEMNATION. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Loan Agreement in the inverse order of their maturities (without penalty for prepayment);
(g) ORDINANCES; INSPECTION. To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option repair or restore it;
(h) SUBROGATION. That the Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Loan Agreement.

6. AUTHORITY OF LENDER TO PERFORM FOR MORTGAGOR. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may, after giving Mortgagor written notice and a reasonable opportunity to perform, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the annual percentage rate disclosed to Mortgagor in connection with the Loan Agreement, computed from the date of expenditure by Lender to the date of payment by Mortgagor. A reasonable opportunity for Mortgagor to perform a duty with regard to the Property shall, except for an emergency, be 10 calendar days (counting the day of mailing) after mailing notice of nonperformance to Mortgagor.

7. ABILITY TO PAY. Mortgagor shall not take any action or permit any event to occur which materially impairs Mortgagor's ability to pay the Loan Agreement when due, including without limitation, Mortgagor or a surety for the Loan Agreement ceasing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings.

Table with 2 columns: Description and Count. Rows: ORIGINAL (1), BORROWER COPY (1), CO-BORROWER COPY (1)

Handwritten notes: 1300 SW, ck# 28073

8. **DEFAULT.** Upon the occurrence, without justification under governing law, of any one or more of the following events of default:
- (a) **PAYMENTS.** (1) If the interval between scheduled payments owed under the Note is 2 months or less, to have outstanding more than one full payment which has remained unpaid more than 10 days after the scheduled or deferred due dates or (2) if the first or last payments remain unpaid more than 40 days after their scheduled or deferred due dates; or
 - (b) **NONPERFORMANCE.** Mortgagor fails to observe or perform any of Mortgagor's covenants or duties under this Mortgage if the failure materially impairs condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay the Loan Agreement when due;

Lender shall have all rights and remedies for default provided by this Mortgage and applicable law.

9. **WAIVER.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

10. **REMEDIES.** Upon default at the option of Lender and without further notice or demand, the Loan Agreement will become payable immediately unless notice to Mortgagor and an opportunity to cure is required by Section 425.105, Wis. Stats., and, in that event, the Loan Agreement will become payable if the default is not cured as provided in that statute within 15 calendar days after mailing the notice to Mortgagor or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Loan Agreement, together with all sums paid by Lender as authorized or required under this Mortgage or the Loan Agreement, shall be collectible in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or in equity. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

11. **POWER OF SALE.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

12. **RECEIVER.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Loan Agreement, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

13. **FORECLOSURE WITHOUT DEFICIENCY JUDGMENT.** If the property is a one to four family residence, and is owner occupied, Mortgagor agrees to the provisions of Section 846.101, Wis. Stats., as amended, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale 6 months after a foreclosure judgment is entered. If the property is not an owner occupied, one to four family residence, Mortgagor agrees to the provisions of Section 846.103, Wisc. Stats., as amended, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale 3 months after a foreclosure judgment is entered.

14. **EXPENSES.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in foreclosing this Mortgage.

15. **SEVERABILITY.** Invalidation or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

16. **SUCCESSORS AND ASSIGNS.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER

- (a) **DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.**
- (b) **DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.**
- (c) **YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.**
- (d) **IF THIS MORTGAGE IS NOT A FIRST LIEN MORTGAGE SECURING A LOAN THE ORIGINAL TERM OF WHICH IS 10 YEARS OR MORE, ON WHICH THE ANNUAL PERCENTAGE RATE IS 10% OR LESS, YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO PARTIAL REFUND OF THE FINANCE CHARGE.**

Signed and Sealed this 4 day of October, 1996



(SEAL) James D. Marshall

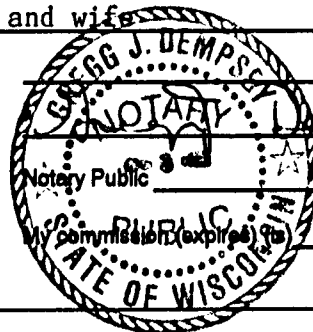
James D. Marshall _____ (SEAL)

Martha S. Marshall
Martha S. Marshall

STATE OF WISCONSIN
County of milwaukee

The foregoing instrument was acknowledged before me this 4 day of October, 1996

by James D. and Martha S. Marshall, Husband and wife



Notary Public _____ County, Wis.
My commission expires 7/20/97

Signatures of n/a

authenticated this _____ day of _____

This instrument was drafted by
Judy Kranich

*
Title: Member, State Bar of Wisconsin, or other party
authorized under Section 706.06, Wisc. Stats., viz _____

Lot 194, Leshwood on West 5th Addition to
Gary, in the City of Gary, as Shown in
Plat Book 18, Page 18 Lake County, Indiana

EXHIBIT A
(Description of Property)

This Property _____ is not _____ the homestead of Mortgagor.
(is) (is not)

INE453458

EXHIBIT "A"

LOT 194, LESHWOOD ON WEST 5TH ADDITION TO GARY, IN THE CITY OF GARY, AS SHOWN
IN PLAT BOOK 18, PAGE 18, LAKE COUNTY, INDIANA.

