97007156

97 Feb + 5 PHI2: 43

Maria MacCabart

Reception No			
Recorded this	day of	, A.D. 19,	o'clock m.
REAL ESTATE MORTGAGE  (This mortgage secures the described indebtedness and renewals thereof.)  THIS INDENTURE WITNESSETH, that			
Mary Abac		husband and wife	
Mortgage(s) and V hereinafter called the following desc County, in the Sta Situate	Narrant(s) to American Ge Mortgagee, of Lake ribed Real Estate situated in te of Indiana, as follows, to v	County, in the State of Lake wit: Station, County of Lake, a	37th Avenue Hobart, IN 46342 of <u>Indiana</u> ,
The Southeasterly 75 feet of Lot 5 in Block 1, in Garden Homes Number  2, as per plat thereof, recorded in Plat Book 25, page 73, in the Office of the Recorder of Lake County, Indiana.  DEMAND FEATURE (if checked)  Anytime after year(s) from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted under the note, mortgage or deed of trust that secures this loan. If we elect to exercise this option, and the note calls for a prepayment penalty that would be due, there will be no prepayment penalty.			
renewal thereof; to valuation or apprathereof, at maturiful stipulated, then safurther expressly paid, said Mortgagkeep the buildings the benefit of to Eleven thou (\$ 11,589.79-insurance, and the indebtedness secrenewals and renepersonal representations of the personal representation of the personal represent	months after date, in instance he Mortgagor(s) expressly a isement laws, and with attority, or the interest thereon, aid note shall immediately be agreed by the undersigned, por(s) shall keep all legal tax and improvements thereon he Mortgagee as its interest in an and five hundred eight amount so paid, with interest and assigns, covered the tatives and assigns, covered advances, if any, with interest it to keep the real estate in a dalism or damage from other	allments and with interest thereon, a agree(s) to pay the sum of money a neys fees; and upon failure to pay any or any part thereof, when due, or the due and payable, and this mortgage that until all indebtedness owing on es and charges against said premises insured for fire, extended coverage, erests may appear, and the policity-nine dollars and 79/100 ailing to do so, said Mortgagee merest at the rate stated in said note, not contrary to law, this mortgage so with all extensions thereof. The Morant and agree to pay said note and est thereon as provided in the note of a good condition of repair or shall per	ne taxes or insurance as hereinafter a may be foreclosed accordingly; it is a said note or any renewal thereof is paid as they become due, and shall vandalism and malicious mischief for cy duly assigned in the amount ————————————————————————————————————
If not prohibited option of the Mort property and prer Mortgager unless Mortgagee. If mor provide a period of pay all sums secur may invoke any relif this mortgage be made in the par may pay such instruction be secured by the commenced to for patients.	d by law or regulation, this magagee and forthwith upon the nises, or upon the vesting the purchaser or transferent transferen	ortgage and all sums hereby secured ne conveyance of Mortgagor's title to of such title in any manner in persee assumes the indebtedness secure. Mortgagee shall give Mortgagor Not rom the date the notice is delivered or ortgage without further notice or demar to another mortgage, it is hereby experincipal or of interest on said prior interest and the amount so paid with less secured by this mortgage and the er expressly agreed that in the event then the amount secured by this mime thereafter at the sole option of the R. Galus, American General	all or any portion of said mortgaged sons or entities other than, or with, red hereby with the consent of the tice of Acceleration. This notice shall mailed within which Mortgagor must red to the expiration period, Mortgagee and on Mortgagor.  ressly agreed that should any default nortgage, the holder of this mortgage egal interest thereon from the time of accompanying note shall be deemed of such default or should any suit be ortgage and the accompanying note owner or holder of this mortgage.
This instrument wa	is prepared by		

ch # 044255-49 1 /s

Mortgagor(s) expressly understand and agree that by this mortgage they hereby assign to the Mortgagee all or Mortgagor(s) rights and interest in and to all rents or payment on land contracts from any and all tenants or contract purchasers due or to become due from any such tenants or purchasers so long as the indebtedness hereby secured

remains unpaid in whole or in part.

And the Mortgagor(s) covenants that at all times during the continuance of this mortgage, he (they) will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagor(s) agree than in the even of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagor(s) default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgagor(s) agree to be indebted to Mortgagee thereof in the additional amount so advance and this mortgage shall also secure such additional debt on the same terms and conditions.

And, at the option of the mortgagee, it should be lawful for the mortgagee, who is hereby given and granted full right, license, power and authority, to peacefully enter into and take possession of the premises hereby mortgaged, or any part thereof, and to collect, receive and receipt for all rents, issues and profits thereof; and the mortgagors agree to deliver to the mortgagee at any time after default, on request, possession of the mortgaged premises and all leases, papers and records at any time in the possession or control of the mortgagors pertaining to the premises, and further agree to make, execute and deliver to the mortgage all such further assurances as may be proper for perfecting or completing the security because.

security hereunder. IN WITNESS WHEREOF, the said Mortgagor(s) have hereunto set their hand(s) and seal(s) this 3rd day of February , 1997 (SEAL) amol Type name here Jamal Abad (SEAL) Type name here Type name here STATE OF INDIANA **Iss**is Document is the property of COUNTY OF Lake Before me, the undersigned, a Notary Public in and for said County, this 3rd day of February 1997 came Jamal Abad and Mary Abad husband and wife and acknowledged the execution of the toregoing instrument WITNESS OF MY HAND and official seal My Commission expires 10/22/97. County of Residence; Lake Notary Public Kim M. Littell RELEASE OF MORTGAGE THIS CERTIFIES that the annexed Mortgage to\_ which is recorded in the office of the Recorder of County, Indiana, in Mortgage , has been fully paid and satisfied and the same is hereby released. , page Witness the hand and seal of said Mortgagee, this \_\_\_\_\_day of (Seal) STATE OF INDIANA, County ss: Before me, the undersigned, a Notary Public in and for said county, this and acknowledged the execution of the annexed release of mortgage. \_\_\_\_\_, came IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal. My Commission expires. Notary Public <del>g</del> ecorded in Mortgage Record No MORTGAG eceived for record this 2

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