

ADDITIONAL TERMS

Mortgagor agrees to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding.

Mortgagor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain insurance in such form and amount as may be satisfactory to the Mortgagee in said Mortgagee's favor, and in default thereof Mortgagee may (but is not obligated to do so and without waiving the right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Mortgage and shall bear interest from the date of payment at the rate provided in the note which is secured by this Mortgage.

Mortgagor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee and to pay all costs and expenses, including cost of evidence of title in a reasonable sum, in any such action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Mortgage.

Chicago Title Insurance Company

PREPARED BY: J.M. HABZANSKY **RELEASE OF MORTGAGE**

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THIS CERTIFIES that the annexed Mortgage to TRANSAMERICA FINANCIAL SERVICES which is recorded in the office of the Recorder of LAKE County, Indiana, in Mortgage Record 95006131, page 3, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said mortgagee, this 3RD day of FEBRUARY, 19 97.
MORTGAGORS: RICHARD J. CAP AND SUSAN J. CAP,
HUSBAND AND WIFE

ATTEST:

Beverly Wacker
ASSISTANT SECRETARY
BEVERLY WACKER

By Richard G. Smith (SEAL)
VICE PRESIDENT
RICHARD G. SMITH

STATE OF ~~INDIANA~~ ILLINOIS }
COUNTY OF COOK } SS

Before me, the undersigned, a Notary Public in and for said county, this 3rd day of February 19 97, came BEVERLY WACKER AND RICHARD G. SMITH and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires 01.14.01 Judy E. Lewis Notary Public

OFFICIAL SEAL
JUDY E. LEWIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 14, 2001

CTIC Has made an accommodation recording of the instrument. We have made no examination of the instrument or the land affected.

MORTGAGE

From _____
To _____

Received for Record

The _____ day of _____
A.D., 19 _____ at _____ o'clock _____ M. and recorded in Record _____ pages _____

County _____
Recorder of _____
Recorder's Fee, - \$ _____

TRANSAMERICA FINANCIAL SERVICES
109 West 86th Place
P. O. Box 10665
Merrillville, IN 46411-0665

Wood
Chase
CCH 000441