STATE OF INDIANA LAKE COUNTY FILED 1

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97.JULI-3 AHII: 58

MOLLES V. CALLER RECORDER

## REAL ESTATE MORTGAGE

This mortgage made on 05/28/97 , between RANDY R. LEA HEL LEAT FRA CHRISTEL MICKEY

And

neternafter referred to as MORTGAGOR(S), and FORD CONSUMER FINANCE COMPANY, INC. 2 TRMSTRONG ROAD

. whose address is

hereinafter referred to as MORTGAGEE.

WITNESSETH Mortgagor(s) jointly and severally grants, bargains, sells, conveys and mortgages to Mortgagee, its successors and a right, the real property hereinafter described, as security for the payment of a Note of even date herewith in the amount of the conveys of the payment of the payment date of the conveys of the payment date of the

The property hereby mortgaged, and described below, includes all improvements and fixtures now attached together with ease-ato rights, privileges, interests, rents and profits

Fig. HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging to cortgagee, its successors and assigns, forever, and Mortgagor(s) hereby covenants that Mortgagor(s) is seized of good and percent title to said property in fee simple and has authority to convey the same, that the title so conveyed is clear, free and unencumber except as hereinafter appears, and that Mortgagor(s) will forever warrant and defend the same unto Mortgagee against all this whatsoever except those prior encumbrances, if any, hereinafter shown.

if Mortgagor(s) shall fully perform all the terms and conditions of this mortgage and shall pay in full in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGOR(S) AGREES: To keep the mortgage shall be null, void and of no further force and effect.

MORTGAGOR(S) AGREES: To keep the mortgaged property, including the buildings and improvements thereon, fully insured to the buildings and improvements thereon, fully insured to the business in the State of Indiana, acceptable to Mortgagee, the hipotoxy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagor(s) fails to do so, it was a pure or renew insurance on said property in a sum not exceeding the amount of the indebtedness and to charge Mortgagor(s) with the premium thereon, or said such premium to the indebtedness of Mortgagor(s). If Mortgagee elects to waive such insurance Mortgagor(s) agrees to be a composible for damage or loss resulting from any cause whatsoever. Mortgagor(s) agrees that any sums advanced or expended a flortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured as fortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created as the property carring the term of this mortgage, and to pay, when due, all installments of interest and principal on account of bitedness when may be secured by a lien superior to the lien of this mortgage and existing on the data hereof, if Mortgagor(s) as taske any of the colount so paid, adding the same to the indebtedness of Mortgagor(s) secured hereby. To exercise due account on the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or a caste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary as action excepted. mation excepted

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the secut of any installments when due, or if Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit teatrors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or yet the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abanche mortgage is property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at there's options is some immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by are of the reason ginge. In any case, regardless of such enforcement, Mortgages shall be entitled to the immediate possession of restgaged processing the with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. It ger(s) the shall be collectible in a suit at law or by any party by second of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the impositions or citematic annotation to be a same in a condition to be

More adure on the part of Mortgages to exercise any of its rights hereinder for defaults or breaches of covenant shall be construed to the edge its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgages we design any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any as in default or breach of covenant, and Mortgages may enforce any one or more remedies hereunder successively or concurrently at

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and a signs of the parties hereto.

The plural as used in this instrument shall include the singular where applicable

The real property hereby mortgaged is located in LAKE

County, State of Indiana, and is described as

 $rac{f_{O_{1}}\circ v_{O_{2}}}{f_{O_{1}}\circ f_{O_{2}}\circ f_{O_{2}}}$  and made a part hereof

JOBL 011

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in County. State of Indiana, and is described as follows:

IN WITNESS WHERFOF Mortgagor(s) has executed this mortgage on the day above shown.

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER

Official Beal
PATRICK D. BERGS
Notary Public
State of Indiana
My Commission Expires 5/15/00 LITTE 111

5/15 Mais Docume

NOTARY PUBLIC

the Lake County Recorder!

ATRICK D BERGS NOTARY: PLEASE PRINT NAME AND COUNTY

This instrument was prepared by KOLEAN

LOTS 15, 16, AND 17, BLOCK 4, NOBLE OAKS PARK, CEDAR LAKE, INDIANA, AS SHOWN IN PLAT BOOK 27, PAGE 12, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

## Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

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