3

REAL ESTATE MORTGAGE

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

97 DEC - 3 AM 8: 56

MORRIS W CARTER

(This space for Recorder's use only)

| THIS INDENTURE WITNESSETH, TH | IAT KEN | noul & 2 | WW.E | Adams | |
|--|-----------------------------|---|-------------------------|--|------------------|
| or 349 N. Dearbon | r/\ | City ofHo | obart | エル. _ State of I llinois , I | Mortgagor(s) |
| (Address of Buyer) MORTGAGE and WARRANT to | TWE | 4410-Shi | isold | | ···o···gago··(o/ |
| of 160 Lexinator | 2 Buffa | alo Grove | Solor I | | , Mortgagee, |
| to secure payment of that certain Horr | | Beller's Address) Btail Installment Co | ontract of even | date herewith in th | |
| s 11,476,00 | | | | he Mortgagee, in a | |
| the Mortgagor promises to pay the co | | | | | |
| | 12,2009 | | | bed real estate, to | |
| The North 67 feet of the Sou Hobart, as shown in Plat Boo | th 91 feet of k 15, page 4, | Lot 12, Block Lake County, 3 | 4 Orchard I Indiana. | Park Addition (| : 0 |
| PIN# 27-18-0096-0018 AKA 3 | 49 North Dearb | oorn, HObart, I | IN 46342 | | |
| | | | | | - • • Mana - · |
| situated in the County of | LAKe | | | tate of Illinois, her | |
| and waiving all rights under and by vio possession of said premises after a contained. | | | | | |

97082388

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property.

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IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

| | and profits thereof. |
|---|--|
| UPON THE FORECLOSURE AND SALE of said premises, the expenses of advertisement, selling and conveying said premised decree, and all moneys advanced for taxes, assessments and said contract whether due and payable by the terms thereof or | ses, and reasonable attorney's fees, to be included in the other liens; then there shall be paid the unpaid balance of |
| DATED, This 22 day of ADTIL A.D., 1997 | Morrosan (SEAL) |
| | Kenneth Ray Adams (SEAL) |
| | Morgagor Bonni: Mae Adams |
| | (type or print name beneath signatures) |
| Person signing immediately below signs to subject his or her into possession after foreclosure, to the terms of this mortgage a described real estate. Person signing immediately below is not | and to waive his or her homestead exemption in the above |
| | Mortgagor |
| | (type or print names beneath signatures) |
| STATE OF ILLINOIS County of | |
| aforesaid, DO HEREBY CERTIFY; That KENNE | in and for said County, in the State |
| personally known to me to be the same person(s) whose na appeared before me this day in person, and acknowledge tha instrument as (their) (his) (her) free and voluntary act, for release and waiver of the right of homestead. IN WITNESS this | ame(s) (is) (are) subscribed to the foregoing instrument, at (they) (he) (she) signed, sealed and delivered the said the uses and purposes therein set touth including the WHEREOF, Thereunion and official seal AMY ADAMS NOTARY, PUBLIC STATE OF ILLINOIS NOTARY, PUBLIC STATE OF ILLINOIS |
| aforesaid, DO HEREBY CERTIFY; That personally known to me to be the same person(s) whose na appeared before me this day in person, and acknowledge tha instrument as (their) (his) (her) free and voluntary act, for release and waiver of the right of homestead. IN WINESS | me(s) (is) (are) subscribed to the foregoing instrument, it (they) (he) (she) signed, sealed and delivered the said the uses and purposes therein set toub, including the WHEREOF, Thereuniposes therein set toub, including the whole set toub, including |
| personally known to me to be the same person(s) whose na appeared before me this day in person, and acknowledge tha instrument as (their) (his) (her) free and voluntary act, for release and waiver of the right of homestead. IN WITNESS this | the uses and purposes therein set touth including the was and purposes therein set touth including the WHEREOF, Thereunip set touth including the AMY ADAMS NOTARY PUBLIC STATE OF ILLINOIS NOTARY P |

| The undersigned, for value received, does hereby grant, bargain, sell, | ASSIGNMENT Equity One Inc. |
|--|--|
| | all right, title and interest in and to the Mortgage appearing on the reverse side |
| hereof and the money due and to become due on the Home Improveme | ent Retail installment Contract secured thereby and warrants that no liens have been |
| filed by Assignor on the property described in the Mortgage. | Thermo Shield Inc. |
| By HOLLS | (Seller's name) Title President |
| | NOWLEDGEMENT |
| STATE OF \ | |
| County of } ss. On this 12 day of August, 1997. | there personally appeared before me |
| known or proven to me to be the person whose name is subscribed to t free and voluntary act of the purposes therein contained and (in the ev- and was authorized to execute the said assignment and the seal affixed | the within assignment, and acknowledged that he/she exercised the earney as his/he |
| IN WITNESS WHEREOF, I hereunto set my hand and official seal | d thereto, if any, is the seal of the comprise that AMY ADAMS |
| My Commission Expires 151101 | Notal Philicommission |