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THIRD REAL ESTATE MORTGAGE

Mortgagor: Monte and LaTanya Patrick  
 Mortgagee: Albert and Virginia Stincic  
 Mortgaged Premises: 4849 Cedar St. Hammond Indiana 46327  
 Contract Date: October 28, 1997  
 Face Amount: \$3,589.43 term, 64 month/36 months, payments \$62.77 monthly, starting November 28, 1997. Balloon payment of \$2,216.56 due November 28, 2000  
 THIS INDENTURE WITNESSETH, the Mortgagor, MORTGAGEE AND WARRANTS to Mortgagee, the real estate in described as follows:

Lot numbered twenty-nine (29), block 4 as marked and laid down on the recorded plat of Subdivision of Block 2,3,4, and 5 of Stafford and Trankle's Addition of Hammond in Lake County, Indiana as shown in Plat Book 5, page 5A

together with all rights, privileges, interests, easements, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attaching to or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain Contract dated as above in the Face Amount shown with interest, fees penalties and costs as propounded in the Contract. Said Contract is attached hereto and incorporated herein.

The Mortgagor covenants and agrees with the Mortgagee that:

(1) Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the date and in the amount, respectively, as provided in the Contract or in this mortgage, without relief from valuation and appraisal laws, and with attorneys fees.

(2) First Mortgage. This Second Mortgage is subordinate to a first mortgage in favor of: Centex Home Equity Corp., Its successors and or assigns In the amount of: \$49,000.00 Described as:

and recorded in the office of the Recorder as Instrument number:

(3) The Mortgagor shall not permit any lien of mechanic or materialman to attach to and remain on the Mortgaged Premises for more than forty-five (45) days after receiving written notice from the Mortgagee.

(4) Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time. Proof of all such policies of insurance shall be delivered to Mortgagee upon request until the indebtedness secured hereby is fully paid.

(5) Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises as and when the taxes or assessments become due and before penalties accrue.

(6) Advancements to Protect Security. The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear

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Interest from the date or dates of payment at the rate of ten percent (10%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may become prior and senior to this mortgage as a lien on the Mortgaged Premises, and all costs, expenses and attorney's fees incurred by the Mortgagor in respect of any and all legal or equitable proceedings which relate to this mortgage or the Mortgaged Premises.

(7) Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment or in the performance of any covenant or agreement of the Mortgagor or if the Mortgagor shall abandon the Mortgaged Premises, or shall convey or transfer legal or equitable title to the Mortgaged Premises without the Mortgagee's prior written consent, then Mortgagee shall have the right to serve thirty (30) days written notice upon Mortgagor. If Mortgagor fails to cure the default within thirty (30) days after written notice is received, the entire indebtedness shall become immediately due and payable without further notice, and this mortgage may be foreclosed accordingly. Mortgagor shall be entitled to only one thirty (30) day grace period each calendar year; thereafter Mortgagee may immediately institute foreclosure proceedings without further notice. Upon such foreclosure, the Mortgagee may obtain an owner's policy of Title Insurance to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the costs thereof to the principal balance due.

(8) Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of its rights shall preclude any action so long as the Mortgagor is in default, and no failure of the Mortgagee to exercise any of its rights shall preclude the action in the event of a subsequent default by the Mortgagor. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

(9) Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments, or accept a renewal note or notes, without the consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

(10) General Agreement of Parties. All rights and obligations shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to the mortgage. This mortgage is not assumable. When applicable, use of the singular form of any word shall also mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this Second Real Estate Mortgage effective on the Contract Date first mentioned.

  
Monte and LaTanya Patrick Mortgagors

Indiana State

Lake County

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Subscribed and Sworn before me, a Notary Public in and for said County and State, the date first shown above and acknowledged the execution of the above and foregoing MORTGAGE to be a voluntary act and deed.

Witness my hand and official seal.

*Enequina Rodriguez*  
Notary Public  
Resident of \_\_\_\_\_ County  
My Commission Expires on \_\_\_\_\_  
ENEDINA RODRIGUEZ  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. JUNE 1, 2001

This document prepared by