STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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## MORRIS W. CARTER REAL ESTATE MORTGAGE

Detween Third I BALLIAN	upu fiyasanyiy
between LILLE MOFILEAN and hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES COMPANY OF INDIA	NA, INC.
whose address is 429 W. 81st Street, Merrillville, IN 46410	
, hereinafter referred to as MORTGAGEE.	
WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mosuccessors and assigns, the real property hereinafter described as security for the payment of a loan of even date herewith in the amount of \$ 27104.26, together with interest as the loan agreement which has a final payment date of	n agreemen
The property hereby mortgaged, and described below, includes all improvements and fixtures not together with easements, rights, privileges, interests, rents and profits.	ow attached
TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appetent thereunto belonging unto mortgagee, its successors and assigns, forever; and Mortgagors hereby comortgagors are seized of good and perfect title to said property in fee simple and have authority to same, that the title so conveyed is clear, free and unencumbered except as hereinafter appearmortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever eprior encumbrances, if any, hereinafter shown.	ovenant that convey the ars and that
If mortgagors shall fully perform all the terms and conditions of this mortgage and shall praccordance with its terms, the obligations which this mortgage secures, then this mortgage shall be not no further force and effect.	ay in full in ull, void and
MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improveme fully insured at all times against all hazards with an insurance company authorized to do business in Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortganders may appear. Mortgagor hereby confers full power on Mortgagee to settle and compromise all on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereund Mortgagee's option, to apply same toward either the restoration or repair of the premises or the payancte. Any application of such proceeds toward payment of the note shall not extend or postpone the monthly installments due under the note. If Mortgagee elects to waive such insurance Mortgagors fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors further agree taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgage when due in order that no lien superior to that of this mortgage and not now existing may be created property during the term of this mortgage, and to pay, when due, all installments of interest and account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and to date hereof. To exercise due diligence in the operation, management and occupation of the property and improvements thereon, and not to commit or allow waste on the mortgaged premises, the mortgaged property in its present condition and repair, normal and ordinary depreciation excepte	the State of gagee as its I loss claims der; and, at ment of the due date of agree to be e: To pay all ged property I against the principal or dexisting or emortgaged and to keep
If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, including limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgages option, but shall not be required to, disburse such sums and take such actions necessary to pay procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by hereunder shall be an additional obligation of Mortgagor secured by this Mortgage. Unless Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor upon Mortgagee to Mortgagor, and may bear interest from the date of disbursement by Mortgagee at the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this shall require Mortgagee to incur any expense or take any action whatsoever.	e may at its such taxes Mortgagee ortgagor and notice from lesser of the
If default be made in the terms or conditions of the debt or debts hereby secured or of any of the mortgage, or in the payment of any installments when due, or if Mortgagors shall become bankrupt or make an assignment for the benefit of creditors, or have a receiver appointed, or should the property or any part thereof be attached, levied upon or seized, or if any of the representations, we statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secund Mortgagee's option, become immediately due and payable, without notice or demand, and shall be consult at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagore.	or insolvent mortgaged varranties of mortgaged ired shall, a blectible in a
Return to Casceletes VORIGINAL (1) 429 W. 815+ BORROWER COPY (1) BORROWER COPY (1)  RETENTION COPY (1)	
- Procedure - Berry - And Andrew - Andrew - Andrew - Procedure - Procedure - Procedure - Procedure - Andrew -	
BORROWER COPY (1)	

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entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagors will pay to the Mortgagee, in addition to taxable costs, and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

Unless prohibited under state law, as additional security, Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority, during the continuance of this mortgage agreement to collect the rents, issues, and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Mortgagee, upon giving written notification to the Mortgagor or his successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents issues and profits including those past due and upper and apply the same less. otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors,

executors, administrators and assigns of the parties her	이 눈이 살아가 하는 이 생생이 가는 이 나는 이 나들을 하는 것이다. 그 사람들은 아이를 하는 것 같아 하는 것이 없다는 것이다. 그는 이 나를 하는 것이다.	
The plural as used in this instrument shall include the	singular where applicable.	
The real property hereby mortgaged is located in	TAKE	_ County,
IN WITNESS WHEREOF Mortgagors have executed	this mortgage on the day above shown.	
Tillie McCellian MORTGAGOR		MORTGAGOR
MORTGAGOR  ACKNOWLEDGEMENT BY INDIV	DUAL OR PARTNERSHIP BORROWER	MORTGAGOR
MORTGAGOR		MORTGAGOR
MORTGAGOR  ACKNOWLEDGEMENT BY INDIV	DUAL OR PARTNERSHIP BORROWER	MORTGAGOR
ACKNOWLEDGEMENT BY INDIVI STATE OF INDIANA, COUNTY OF <u>TAKE</u> Before me, the undersigned, a notary public in and fo	DUAL OR PARTNERSHIP BORROWER  , SS. r said county and state, personally appeared	MORTGAGOR
ACKNOWLEDGEMENT BY INDIVI STATE OF INDIANA, COUNTY OF <u>LAKE</u> Before me, the undersigned, a notary public in and fo LIILIE MODIFAN	DUAL OR PARTNERSHIP BORROWER, SS. r said county and state, personally appeared rtgage.	

TINA L. KUIZMAN This instrument was prepared by

> ORIGINAL (1) BORROWER COPY (1) RETENTION COPY (1)

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## PARCEL I:

PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER THEREOF, THENCE EAST 296.9 FEET; THENCE NORTH 326 FEET FOR A POINT OF BEGINNING, THENCE WEST 118.45 FEET, THENCE NORTH 32 FEET, THENCE EAST 118.45 FEET, THENCE SOUTH 32 FEET TO THE POINT OF BEGINNING.

## PARCEL II:

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PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER THEREOF, THENCE EAST 296.9 FEET; THENCE NORTH 358 FEET FOR A POINT OF BEGINNING, THENCE WEST 118.45 FEET, THENCE NORTH 32 FEET, THENCE EAST 118.45 FEET, THENCE SOUTH 32 FEET TO A POINT OF BEGINNING.