

5.

MORTGAGE DEED

This Mortgage is given by Everett W. Irby, Jr. & Mary GeJuan Irby, Husband & Wife, hereinafter called Borrower, of 7437 Southeastern Avenue, Hammond, IN, to Dody A. Russell, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$1,000.00 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

98080906

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of: 7437 Southeastern Avenue, Hammond, IN (Attach Property Description)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Borrower further covenants and agrees that

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien

1800
542

against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

5. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

6. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

7. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may

appear.

8. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

9. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 5th day of March, 1998.

Everett W. Irby, Jr. Mary GeJuan Irby
Borrower Borrower

STATE OF Indiana
COUNTY OF Lake

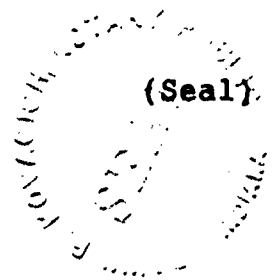
On March 5, 1998 before me, Dawn Kovacich, Notary Public, personally appeared Everett W. Irby, Jr. & Mary GeJuan Irby, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons executed the instrument.

WITNESS my hand and official seal.

Signature Don Horacek

Affiant Known Produced ID

Type of ID _____



APPROVED BY STATE BOARD OF ACCOUNTS FOR LAKE COUNTY 1978

TOTAL VALUATION	TOTAL DEDUCTIONS	NET VALUATION	TOWNSHIP	KEY NUMBER	DUPLICATE
4,900	3,000	1,900	HAMMOND	2636-0385-001	7666905

1996 PAYABLE 1997

TREASURER'S COPY
LAKE COUNTY, INDIANA
REAL ESTATE TAXES

NOTICE: IT IS THE RESPONSIBILITY OF THE TAX PAYER TO BE SURE THAT ALL TAXES, REAL ESTATE, MOBILE HOME, AND PERSONAL, ARE PAID AND THAT THE DESCRIPTION IS CORRECT. TREASURER IS NOT LIABLE FOR ANY TAX NOT PAID. THIS RECEIPT IS YOUR EVIDENCE OF PAYMENT. KEEP IT SAFE.

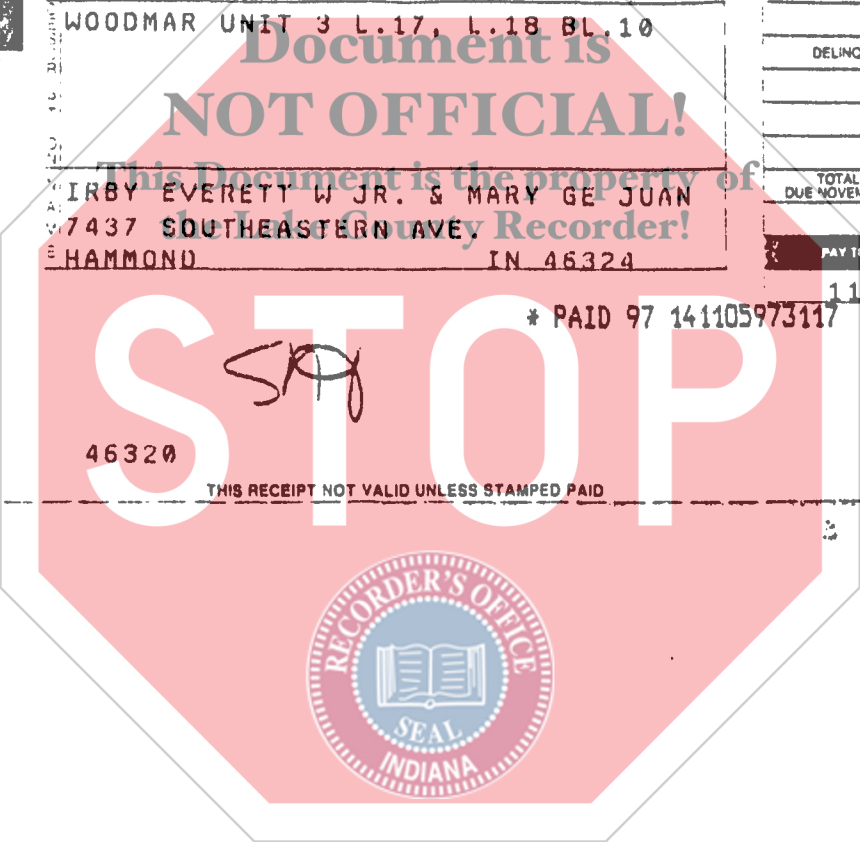
CURRENT TAX DUE NOV INSTALLMENT	201.84
DELINQ MAY INSTALLMENT TAX DUE	
MAY INSTALL PENALTY DUE	
DELINQUENT TAX DUE	
TOTAL CURRENT TAX DUE NOVEMBER INSTALLMENT	201.84
PAY THIS AMOUNT BY	11-10

BRING OR SEND THESE NOTICES WITH NOVEMBER INSTALLMENT PAYMENT

IF THE DESCRIBED TAXES HAVE BEEN PAID ON OR AFTER 11/10 DISREGARD THIS NOTICE.

WOODMAR UNIT 3 L.17, L.18 BL.10

IRBY EVERETT W JR. & MARY GE JUAN
7437 SOUTHEASTERN AVE
HAMMOND IN 46324



00-00 YEAR OF DELINQ

PAYABLE TO 232 RUSSELL
TREASURER OF HAMMOND IN
COUNTY

* PAID 97 141105973117 \$201.84

THIS RECEIPT NOT VALID UNLESS STAMPED PAID

