

NORWEST FINANCIAL-488  
MANHATTAN PLAZA  
1155 LAST RIDGE ROAD  
GRIFFITH, INDIANA 46319

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

98075540

98 SEP 23 AM 11:55

3 Rivers Title Co  
727 S Clinton  
Suite 100  
St. Wayne, Ind 46802

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that TROY D. BILLINGSLEY AND MARGIE A. BILLINGSLEY H&W, hereinafter referred to as Mortgagors, of LAKE County, State of INDIANA, Mortgage and warrant to Norwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate in LAKE County, State of Indiana, to wit:

LOT NUMBER 134, CRESTWOOD TRACE, CITY OF HOBART, AS SHOWN IN PLAT BOOK 42, PAGE 28 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 25, 1973 IN INSTRUMENT NO 222192, LAKE COUNTY, INDIANA.

to secure the repayment of a promissory note of even date in the sum of \$ 105,660.00, payable to Mortgagee in monthly installments, the last payment to fall due on SEPTEMBER 22, 2013, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of \$125,000.00.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear, and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisal laws of the State of Indiana.

Mortgagors agree not to sell, convey or otherwise transfer the above described real estate or any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 17 day of September, 1998.

Sign here Troy D. Billingsley  
Type name as signed: Troy D. Billingsley

Sign here Margie A. Billingsley  
Type name as signed: Margie A. Billingsley

Sign here \_\_\_\_\_  
Type name as signed: \_\_\_\_\_

Sign here \_\_\_\_\_  
Type name as signed: \_\_\_\_\_

State of Indiana )  
 ) ss.  
County of Laporte )

Before me, the undersigned, a Notary Public in and for said County, this 17 day of September, 1998, came Troy D and Margie A Billingsley, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Type name as signed: Diane M. Porter, Notary Public  
My Commission Expires: 2/23/01

This instrument was prepared by: DM PORTER

OK  
CR 0488-19539 9010-135