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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CARTER RECORDER

BT#9900464NI RECORDATION REQUESTED BY: American Savings, FSB 1001 Main Street Dyer, IN 46311

WHEN RECORDED MAIL TO: American Savings, FSB Dyer → 1001 Main Street Dyer, IN 46311

SEND TAX NOTICES TO: American Savings, FSB Dyer 1001 Main Street Dyer, IN 46311

Document is OFFICIAL

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THIS MORTGAGE dated September 24, 1999, is made and executed between George C. Hustead, Sr. and Carrie S. Hustead, husband and wife (referred to below as "Grantor") and American Savings, FSB, whose address is Dyer, 1001 Main Street, Dyer, IN 46311 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Lake County, State of Indiana:

The East 38 feet of Lot Thirty (30), Block Six (6), Towle & Young's Addition to the City of Hammond, as shown in Plat Book No. 1, Page 58, in Lake County, Indiana.

The Real Property or its address is commonly known as 225 Williams Street, Hammond, IN 46320. The Real Property tax identification number is 26-36-0230-0030.

As more fully described in this mortgage, the Property Includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE **FOLLOWING TERMS:**

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

33.00 Ch#719