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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

99082487

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MORRIS W. CARTER RECORDER

REAL ESTATE MORTGAGE

interest entered to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES CO OF IND INC presentative referred to as MORTGAGE. WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its uccessors and assigns, the real property hereinafter described as security for the payment of a loan agreement even date herewith in the amount of \$.49672, 06	This mortgage made on the 29 day	of SEPTEMBER		1999
preinater referred to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES CO. OF IND TINC hose address is 429 V 81ST AVE. MERRILLYLILLE, IN 46410 M. Sell convey and mortgage to Mortgages, its successors and assigns, the real property hereinafter described as security for the payment of a loan agreement even date herewith in the amount of \$ 49672,06 , together with interest as provided in elean agreement which has a final payment date of Inctorers. 5 (1908) and includes all improvements and fixtures now attached gether with easements, rights, privileges, interests, tents and profits. 7 (1908) and the said property hereinafter described, with all the privileges and appurtenances recursio belonging unto mortgages, iff successors and assigns, forever, and Mortgagors hereby covenant that ortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the ortgagors will prover very and addefined the same unto mortgages against all ideas to the contract of good and perfect title to said property in fee simple and have authority to convey the ortgagors will prover very and addefined the same unto mortgages against all ideas the prover of the contract of good and perfect title to said property in fee simple and have authority to convey the ortgagors will prover very and addefined the same unto mortgages against all ideas the prover of the contract of th	etween STLVTA F ALOTA	and		
WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its accessors and assigns, the real property hereinafter described as security for the payment of alloan agreement even date herewith in the amount of \$ 49672.06	ereinafter referred to as MORTGAGORS, a	nd ASSOCIATES <u>FIN</u>	ANCIAL SERVICES CO OF : IN 46410	IND INC ,
increasors and assigns, the real property hereinafter described as security for the payment of a loan agreement of even date herewith in the amount of \$ 49672,06	, hereinafter	referred to as MORTG	AGEE.	
TO HAVE AND TO HOLD the said property hereinster described, with all the privileges and appurtenances ereunto belonging unto mortgagee, it successors and assigns, forever, and Mortgagors hereby covenant that ortgagors are seized of good and perfect title to said property in fee simple and have authority to convey them, that the title so conveyed, is clear, free and unnercumbered except as hereinafter appears and that ortgagors will forever warrant and defend the same unto mortgagee against all elatins whatsoever except those for encumbrances, if any, hereinafter shown. If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full incordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and no further force and effect. MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, ly insured at all times against all hazards with an insurance company authorized to do business in the State of diana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as terest may appear. Mortgagor hereby corders full power on Mortgage to settle and compromise all loss claims a all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder, and, at ordgagee's option, to apply same toward either the restration or repair of the premises or the payment of the lote. Any application of such proceeds toward payment of the note shall not extend or postpone the duc data exe, assessments, bills for repairs and any other expenses includent to the ownership of the mortgage droperty hen due in order that no lien superior to that of this mortgage and in the work of the mortgage droperty had under the note. If Mortgage elects to waive such insurance Mortgagors agree to be lily responsible for damage or loss resulting from any cause whatsoever. Mortgagors further agree: To pay such taxes, occure such insurance, and principal on your debted	successors and assigns, the real property here of even date herewith in the amount of \$ 40 he loan agreement which has a final paymen	ereinafter described as s 9672,06 at date of OCTOBER 5	security for the payment of a joint interest 1029	oan agreement as provided in
ereunto belonging unto mortgages, it's succassors and assigns, forever, and Mortgagors hereby covenant the ortgagors are seized of good and perfect tills to said property in fee simple and have authority to convey the image, that the title so conveyed is clear, free and unencumbered except as hereinater appears and thortgagors will forever warrant and defend the same unto mortgages against all claims whatsoever except those for encumbrances, if any, hereinater shown. If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in coordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and no further force and effect. MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, lly insured at all times against all hazards with an insurance company authorized to do business in the State of dana, acceptable to Mortgagee, which policy shall contain a loss-payable to settle and compromise all loss claims a all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder, and, a range of the premises or the payment of the proceeds opens, hortgagors or danage or loss resulting from any cause whatsoever. Mortgagors agree to be light responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree to be light responsible for damage or loss resulting from any cause whatsoever. Mortgagors in the damage or loss resulting from any cause whatsoever, Mortgagors from the premises or the payment of the open property have due in order that no lien superior to that of this mortgage and not how existing may be created against the Mortgagor and in the property in the premise and may often expenses includent to the ownership of the mortgaged property hen due in order that no lien superior to that of this mortgage and not how existing may be created against the mortgaged property in the prosent condition and repair, nowned and ordinary deprendents of	The property hereby mortgaged, and desogether with easements, rights, privileges, in	cribed below, includes terests, rents and profit	all improvements and fixture	s now attached
If morgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in coordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and no further force and effect. MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, they insured at all times against all hazards with an insurance company authorized to do business in the State of diana, acceptable to Mortgage, which policy shall contain a loss-payable clause in favor of Mortgage as its terest may appear. Mortgagor hereby confers full power on Mortgage to settle and compromise all loss claims a lisuch policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at ortgage's option, to apply same toward either the restoration or repair of the premises or the payment of the ote. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of onthly installments due under the note. If Mortgage elects to waive such insurance Mortgagors the payment of the proceeds toward payment of the note shall not extend or postpone the due date of onthly installments due under the note. If Mortgagoe elects to waive such insurance Mortgagors the payment of the note of the mortgagoe property during the term of this mortgage, and not pay, when due, all installments of interest and principal on the operaty during the term of this mortgage, and to pay, when due, all installments of interest and principal on education in provements thereon, and not to commit or allow waste on the mortgaged prometry and improvements thereon, and not to commit or allow waste on the mortgaged prometry and improvements thereon, and not to commit or allow waste on the mortgaged prometry and improvements thereon, and not to commit or allow waste on the mortgaged prometry or any part the covenants and agreements contained in this Mortgage, including, without nitation, covenants to pay taxes, procure insurance,	nereunto belonging unto mortgagee, its successory of the successor	cessors and assigns, foitle to said property in free and unencumber	rever; and Mortgagors hereb fee simple and have authority ed except as hereinafter ap	y covenant that to convey the pears and that
lly insured at all times against all hazards with an insurance company authorized to de business in the State of diana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its terest may appear. Mortgagor hereby confers full power on Mortgagee to settle and compromise all loss claims in a discush policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at origagee's option, to apply same toward either the restoration or repair of the premises or the payment of the one. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of onthly installments due under the note. If Mortgagee elects to waive such insurance Mortgagors largee to be lily responsible for damage or loss resulting from any cause whatsoever. Mortgagors further agree. To pay all intellments of the mortgage and any other expenses incident to the ownership of the mortgaged property hen due in order that no lien superior to that of this mortgage and not now existing may be created against the operty during the term of this mortgage, and to pay, when due, all installments of interest and principal on e date hereof. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep e mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, including, without nitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its stion, but shall not be required to, disburses such sums and take such actions necessary to pay such taxes, occure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgage and ortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor und notice from ort	It mortgagors snall tully perform all the	terms and conditions	or this mortgage and shal	l pay in full in e null, void and
nitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its otion, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, occure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgager and ortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor upon notice from ortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor upon notice from ortgagee to Mortgagor, and may bear interest from the date of disbursement by Mortgagee at the lesser of the te stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph hall require Mortgagee to incur any expense or take any action whatsoever. If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this ortgage, or in the payment of any installments when due, or if Mortgagors shall become bankrupt or insolvent, make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged operty or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or attements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged operty, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at ortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a it at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be mortgagee shall be compared to the same than the work of the same tha	ully insured at all times against all hazards we diana, acceptable to Mortgagee, which politierest may appear. Mortgager hereby conformall such policies; to demand, receive, a Mortgagee's option, to apply same toward either. Any application of such proceeds toward either. Any application of such proceeds toward northly installments due under the note. If ully responsible for damage or loss resulting axes, assessments, bills for repairs and any when due in order that no lien superior to the property during the term of this mortgage, as account of any indebtedness which may be some date hereof. To exercise due diligence property and improvements thereon, and not	with an insurance compaint icy shall contain a loss ers full power on Mortgand receipt for all proceither the restoration or and payment of the note Mortgagee elects to way from any cause what other expenses incident at of this mortgage and and to pay, when due, ecured by a lien superier in the operation, mare to commit or allow was	any authorized to do business -payable clause in favor of Magee to settle and compromise eds becoming payable there repair of the premises or the shall not extend or postpone aive such insurance Mortgages soever. Mortgagors further act to the ownership of the mort now existing may be created installments of interest a payable the lien of this mortgage hagement and occupation of the on the mortgaged premises to the lien of the second the mortgaged premises and continuous the mortgaged	s in the State of lortgagee as its e all loss claims eunder; and, at payment of the the due date of lors agree to be gree: To pay all to gaged property ated against the lord principal on and existing on the mortgaged les, and to keep
ortgage, or in the payment of any installments when due, or if Mortgagors shall become bankrupt or insolvent, make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged operty or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or attements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged operty, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at ortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a int at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be ORIGINAL (1) BORROWER COPY (1) ORIGINAL (1) BORROWER COPY (1) RETENTION COPY (1) O322076 WHAT HASSOCIALS #29 W 81st St	mitation, covenants to pay taxes, procure ption, but shall not be required to, disburse rocure such insurance, or otherwise to procure shall be an additional obligation fortgagee agree otherwise, all such amount fortgagee to Mortgagor, and may bear intereste stated in the note or the highest rate p	insurance, and protect e such sums and take offect Mortgagee's interest of Mortgagor secured into shall be payable in est from the date of distermissible by applicable.	t against prior liens, Mortga such actions necessary to p est. Any amount disbursed by this Mortgage. Unless nmediately by Mortgagor up bursement by Mortgagee at the law. Nothing contained in	gee may at its ay such taxes, by Mortgagee Mortgagor and on notice from ne lesser of the
BORROWER COPY (1) RETENTION COPY (1) O322076 RETENTION COPY (1) O0697A.03 The Associates 429 W 81st St	nortgage, or in the payment of any installmer make an assignment for the benefit of coronerty or any part thereof be attached, level attements of Mortgagors herein contained roperty, or sell or attempt to sell all or any lortgagee's option, become immediately due	nts when due, or if Mor creditors, or have a re ried upon or seized, or be incorrect or if the part of the same, then and payable, without n	rtgagors shall become bankru ceiver appointed, or should if any of the representations Mortgagors shall abandon the whole amount hereby se otice or demand, and shall be	pt or insolvent, the mortgaged , warranties or the mortgaged ecured shall, at collectible in a
twon to: The Associates 429 W81st St mercillville, IN 4640 5800-8	1551 REV. 1-97	BORROWER COPY (1) RETENTION COPY (1)	0322076	00697A.03
merrillville, IN 4640 CK#421	turn to The Associates			
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,一点,一点一点,一点,一点,一点,一点,一点,一点,还是有些智慧的。这一点,我们,一点一点,这一种大大的一样就是一点,一点,"我们就是'好好,我们是是'好'				177717

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 repts, issues and profits including those past due and uppaid, 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 hereto. The plural as used in this instrument shall include the singular where applicable. The real property hereby mortgaged is located in County, State of Indiana, and is described as follows: SEE SCHEDULE A IN WITNESS WHEREOF Mortgagors have executed this mortgage on the day above shown. MORTGAGOR MORTGAGOR ALOIA **ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER** LAKE STATE OF INDIANA, COUNTY OF

SILVIA Before me, the undersigned, a notary public in and for said county and state, personally appeared SILVIA F ALOIA and acknowledged in the execution of the foregoing mortgage. IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 29 SEPTEMBER My Commission Expires: NOTARY PUBLIC MARILYNN HUBER LAKE 3-31-2001 NOTARY: PLEASE PRINT NAME AND COUNTY MARILYN M HUBER This instrument was prepared by ORIGINAL (1) BORROWER COPY (1)

RETENTION COPY (1)

611551 REV. 1-97

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00697C.01

REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA, TO WIT: TRACT I: PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: EEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 6 AND 986.93 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH AT RIGHT ANGLE, A DISTANCE OF 165 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 75 FEET; THENCE NORTH AT RIGHT ANGLE, A DISTANCE OF 165 FEET TO THE NORTH LINE OF SAID SECTION 6; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING IN THE TOWN OF HOBART, IN LAKE COUNTY, INDIANA; TRACT II: PART OF THE NORTHWEST 1/4 SECTION 6, TOWNSHIP 35 NORTH, RANGE 7 WEST OF TEH 2ND FRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 3 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE; BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 6 AND 903.93 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 165 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 83 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 165 FEET TO THE NORTH LINE OF SAID SECTION 6, THENCE WEST ALONG THE NORTH

