STATE OF INDIASTATE OF INDIANA LAKE COUNTY LAKE COUNTY FILED FOR PEOPLED FOR RECORD

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MORRES W. CARTER RECORDER RECORDER

## **REAL ESTATE MORTGAGE**

his Indenture Witnesseth, That		DECKER Trus			
ounty, in the State of INDIANA	, as MORTGAGOR,	Mortgages and war	rants to DENI	SE J. BAKER	
nd LINDA SWANSON	of LAKE	County,	in the State of I	Indiana, as MORTGAGE	Œ
e following real estate in	LAKE	County, State of Ind	liana to wit:		
Unit 3-D Saric Ct. regime, as recorded under the date of Office of Lake Couinterest in the Co	as Docume May 22nd. nty, Indian	nts 529765 1979, in	and 529° the Reco undivide	766, rders ed	
Commonly known as:	Saric Docui	Court, Hig	hland, I	ndiana 46322.	
Subject to past and Subject to easement	NOT OR s, restrict	ions and c	ovenants	of record,	and the control
if any.	Document ne Lake Cou	is the prope	er!		
s well as the rents, profits, and any conditions and stipulations of this agree A. To secure the payment, when	ment and:				ali
TWO THOUSAND DO	LLARS	(\$ 2,000.0	0		
with interest at the rate of during such period when there shall be but with interest at the rate of 1. delinquency or default in the payment period following such delinquency or defended by the beginning of a succees with attorney's fees;  B. Also securing any renewal or C. Also securing all future advan D. Also securing all indebtedness for the collection of this Mortgage.  Mortgagor agrees to pay Mortgag which will cover future payments of constitute a trust fund out of which all cover such payments, and any deficit permanent surplus shall be credited to	per annum coi of any moneys to be lefault, and said rate ding interest period, extension of such inc ces to the full amount for liabilities incurred agee, in addition to taxes, insurance, an future taxes, insurance, and future taxes, insurance, and future taxes, insurance, and the principal.	sfault in the payment inputed semi-annually paid on this obligat shall continue to be all without relief from this mortgage; it of this mortgage; it of the holder hereouther regular payments dissessments against oce, and assessments	of any moneys to during such per during such per during such per during and to be copaid until all decom Valuation are defented to the protect of for the protect of an amount in the said real estate shall be paid by	omputed to the next interestinquencies and defaults and Appraisement Laws, tion of this security or equal monthly installme; and these payments a Mortgagee so far as it s	any crest are and and shall shall
Mortgagor further covenants and ag 1. To keep all buildings, fixtures, and is connection with the fixtures on said premises is and with such insurers as may be approved by mortgage clause with loss payable to Mortgag through period of the existence of said indebted	mprovements on said pre- lecein mortgaged insured Mortgagee as a further be in form satisfactory to	against loss or damage by security for said indebted Mortgages to be delivere	/ fire, windstorm an Iness, which insurar	nd extended coverage in such ince policy or policies shall ca	sums arry s
Form # 170  Consult a lawyer if you doubt this form's fill respect to the merchantability of filness of this form	ness for your purpose and u on for an intended use or pu	se. Jurisprudence, LID., mol	Forms, LTD., P.O.	Box 3222, Munster, IN 46 or warranly, expressed or implied,	321 ' <i>with</i>

11. pse

2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixture(s) and/or appliance(s), now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable 3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension, or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge, or modify in any manner the effect of the original liability of the Mortgagor, and any extension of time on this Mortgage by Mortgages or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this Mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured. 5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so 6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become appropriated shall be paid to this Mortgages. due and payable, the holder of the note and Mortgage may, at his option, declare all of the debt due and payable; and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this Mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this Mortgage shall include all heating, plumbing, lighting, or other fixtures now or hereafter 7. In case of delinquency or default in any payment required in this Mortgage and the institution of foreclosure proceedings thereunder, Mortgagee attached to or used in connection with said premises. is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for the continuation of the abstract of title to the said real estate, together with interest thereon at the rate of percent per annum, shall become part of the debt secured by this Mortgage and collectible as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the 8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate; collect the rents, income or profit, in money or in kind; and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this Mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor, or successors in ownership. County Recorder! 10. Additional Covenants: Printed Name Mortgagor Signature Printed Name State of Indiana, County of LAKE Before me, a Notary Public in and for said County and State, personally appeared \_ DENISE J. , respectively of <u>CAROLE</u> DECKER and LINDA SWANSON who acknowledged the execution of the foregoing Mortgage. 2000. Witness my hand and official seal this date

Mail to: CAROLE D. DECKER Trustee 3237 Saric Court Unit 3-D Highland, Indiana 46322

My commission expires \_08/14/2007

County of Residence

This instrument prepared by:

EDGAR M FRATER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. AUG. 14,2007

Notary Public

County

ATER (Printed)