2000 015356

STATE OF INDIANA LAKE COUNTY FILED FOR DECORD

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MORRIS W. CARTER RECORDER

REAL ESTATE MORTGAGE

This mortgage made on the	1 day of	MARCH		,2000
between DAVID J SCHMUCK		and	VIOLET V SCHMUCK	,
hereinafter referred to as MORT	GAGORS, and A	SSOCIATES	FINANCIAL SERVICES COMPANY	INC,
whose address is 429 W				,
	, hereinafter refe	rred to as Mi	ORTGAGEE.	
successors and assigns, the rea	l property hereina	after describe	rgain, sell, convey and mortgage to ed as security for the payment of a leader of the payment	oan agreement
together with easements, rights,	privileges, interes	its, rents and		
thereunto belonging unto mortgagers are seized of good a same, that the title so convey	agee, its successor and perfect title to ed is clear, tree and defend the sa	ors and assignment and unencume unto more	escribed, with all the privileges and gns, forever; and Mortgagors hereby the feet simple and have authority in fee simple and have authority in feet except as hereinafter appropriate against all claims whatsoever the simple and the simple against all claims whatsoever the simple against all claims are simple against all claims against against all	to convey the pears and that
If mortgagors shall fully per accordance with its terms, the of of no further force and effect.	oligations which t	nis mortgage	ditions of this mortgage and shall be cure; then this crontgage shall be	pay in full in e null, void and
fully insured at all times against Indiana, acceptable to Mortgage interest may appear. Mortgager on all such policies; to demand Mortgagee's option, to apply sa note. Any application of such promonthly installments due under fully responsible for damage or taxes, assessments, bills for rep when due in order that no lien s property during the term of this account of any indebtedness when date hereof. To exercise property and improvements there	keep the mortgag all hazards with a se, which policy s hereby confers for the toward either roceeds toward pa the note. If Mort loss resulting from the perior to that of smortgage, and sich may be secur due diligence in the eon, and not to c	ped property, in insurance hall contain all power on leceipt for all the restoration and cause rexpenses in this mortgage to pay, when the operation of all	including the buildings and improve company authorized to do business a loss-payable clause in favor of M Mortgagee to settle and compromise proceeds becoming payable there ion or repair of the premises or the e note shall not extend or postpone is to waive such insurance Mortgage whatsoever. Mortgagors further according to the ownership of the mortgage and not now existing may be created and not now existing may be created as a light installments of interest as superior to the lien of this mortgage in inal and ordinary depreciation exception of the mortgaged premise mall and ordinary depreciation exception.	ortgagee as its all loss claims and existing on the mortgaged as its all loss claims and exist and payment of the the due date of ors agree to be gree. To pay all tagged property ated against the and principal on and existing on the mortgaged as, and to keep
limitation, covenants to pay tax option, but shall not be required procure such insurance, or oth- hereunder shall be an additional Mortgagee agree otherwise, all Mortgagee to Mortgagor, and ma	kes, procure insuit to, disburse sure erwise to protect all obligation of National such amounts as bear interest frighest rate permises.	Mortgage and Mortgage and Mortgage and Mortgager seal be pay from the date assible by ap	protect against prior liens, Mortgage, incorporated against prior liens, Mortgage take such actions necessary to participate. Any amount disbursed ecured by this Mortgage. Unless table immediately by Mortgager up of disbursement by Mortgagee at the plicable law. Nothing contained in on whatsoever.	gee may at its ay such taxes, by Mortgagee Mortgagor and on notice from he lesser of the
mortgage, or in the payment of a or make an assignment for the property or any part thereof be statements of Mortgagors here property, or sell or attempt to so Mortgagee's option, become imm	any installments verbenefit of credit attached, levied in in contained be ell all or any part nediately due and	when due, or tors, or have upon or seiz incorrect or of the same payable, wit	debts hereby secured or of any of the fif Mortgagors shall become bankruse a receiver appointed, or should zed, or if any of the representations if the Mortgagors shall abandon e, then the whole amount hereby sethout notice or demand, and shall be egardless of such enforcement, Mor	the mortgaged s, warranties or the mortgaged ecured shall, at e collectible in a
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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 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 chain the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently a its option.

All rights and obligations hereunders hall extend to taid betalkning them the yeveral heirs, successors, executors, administrators and assigns of the parties hereto ounty Recorder!

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in State of Indiana, and is described as follows:

County,

LOT 4 IN BLOCK 2 IN LINCOLN GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 33 PAGE 100, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IN WITNESS WHEREOF Mortgag	iore have executed the	mannage on the day shove sh	own
DAVID SCHMUCK	MORTGAGOR A	VIOLET V SCHMUCK	Sephrauel
ACKNOWLEDG	EMENT BY INDIVIDU	AUOR PARTNERSHIP BORK	OWER
STATE OF INDIANA, COUNTY OF	LAKE	WOIANAMIN SS.	
Before me, the undersigned, a note DAVID J SCHMUCK and acknowledged in the execution of	AND VIOLET V SCI	MUCK	appeared
IN WITNESS WHEREOF I have h			eal this day of
My Commission Expires:		moulin	MADILL
3-31-2001		MARILYN M HUBEI	R LAKE NOTARY PUBLIC
	MADITAN M INIDED	NOTARY; PLEASE PRINT NAME AND COUNTY	
This instrument was prepared by	MAKILYN M HUBEK		
	ORIGINAL (
	BORROWE		
	RETENTION	COPY (I)	

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