

2000 016296

2000 MAR 3 AM 9:20

MORRIS W. CARTER
RECORDER

REAL ESTATE MORTGAGE

This mortgage made on the 3 day of MARCH, 2000,
between TERRENCE C TRIGGS and CHARVA JONES,
hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES CO INC,
whose address is 429 W 81ST AVE., MERRILLVILLE, IN 46410,
hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a loan agreement of even date herewith in the amount of \$ 87149.99, together with interest as provided in the loan agreement which has a final payment date of MARCH 7, 2030.

The property hereby mortgaged, and described below, includes all improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear. Mortgagor hereby confers full power on Mortgagee to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Mortgagee's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note. If Mortgagee elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the 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 the 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 limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Mortgagee may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Mortgagee's interest. Any amount disbursed by Mortgagee hereunder shall be an additional obligation of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, all such amounts shall be payable immediately by Mortgagor upon notice from Mortgagee to Mortgagor, and may bear interest from the date of disbursement by Mortgagee at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall 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 mortgage, or in the payment of any installments when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

0323282

15.00
E.P.
TC

BURNET TITLE
991037BT
Tior 5/4

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 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 LAKE County, State of Indiana, and is described as follows:

LOTS 38, 39, 40, 41, 42, 43 IN BLOCK 6 IN RIDGEMOR REAL ESTATE CO'S 2ND ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IN WITNESS WHEREOF Mortgagors have executed this mortgage on the day above shown.

Terrence C Triggs
TERRENCE C TRIGGS

MORTGAGOR

Charva Jones
CHARVA JONES

MORTGAGOR

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER

STATE OF INDIANA, COUNTY OF LAKE, SS.

Before me, the undersigned, a notary public in and for said county and state, personally appeared TERRENCE C TRIGGS AND CHARVA JONES

and acknowledged in the execution of the foregoing mortgage.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 3 day of MARCH, 2000

My Commission Expires:

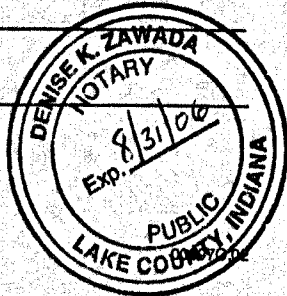
8/31/2006

Denise K. Zawada
DENISE K. ZAWADA
NOTARY PUBLIC

NOTARY: PLEASE PRINT NAME AND COUNTY

This instrument was prepared by MARILYN M HUBER

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)



THIS RIDER AMENDS THE LOAN AGREEMENT/PROMISSORY
NOTE ENTERED INTO ON DATE BELOW.

AGREED RATE REDUCTION RIDER *

ON TIME
PAYMENTS AND
INITIAL RATE
REDUCTION

If at any time during the term of this loan, you make twelve consecutive full monthly payments in a row without ever during that time being or becoming thirty or more days contractually delinquent (that is, you are not delinquent at the time you make the first of twelve monthly payments and you make each of the twelve monthly payments any time between its due date and the day prior to the next payment's scheduled due date) ("On Time Payments"), we will reduce your Agreed Rate of Interest by one-half of one percentage point (.50%). You may only earn this initial rate reduction once over the life of this loan.

FURTHER
RATE
REDUCTION

If, after receiving a .50% reduction to your Agreed Rate of Interest as described in Paragraph One, you make twelve more consecutive On Time Payments, immediately following the first rate reduction, we will reduce your Agreed Rate of Interest by an additional three-quarters of a percentage point (.75%). This rate reduction can only be earned once over the life of this loan.

If, after receiving a .75% reduction to your Agreed Rate of Interest as described in Paragraph Two, you make twelve more consecutive On Time Payments, immediately following the second rate reduction, we will reduce your Agreed Rate of Interest by an additional one percentage point (1.00%). This rate reduction can only be earned once over the life of this loan.

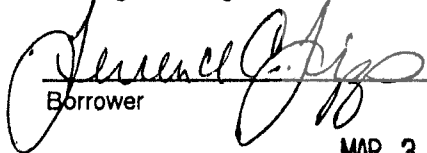
LIMITATIONS
AND MINIMUM
RATE


Your Agreed Rate of Interest will never be reduced more than two and one-fourths (2.25%) percentage points over the life of the loan. All rate reductions made pursuant to this Rider are subject to a minimum rate requirement of the highest Prime Rate as disclosed in the Money Rates section of The Wall Street Journal on the effective date of your rate reduction as described in this Rider, plus one percentage point (1.00%).

EFFECTIVE
DATE OF RATE
AND PAYMENT
CHANGE

If you are entitled to a reduction in your Agreed Rate of Interest pursuant to this Rider, the reduction will be effective the day after the scheduled due date of the payment that qualifies you for the rate reduction. The monthly payment amount will likewise be modified, effective on the first monthly payment due date after the rate reduction is effective. The modification of the monthly payment amount will be based on the scheduled loan balance. However, if you prepay your account in full during the month in which the rate reduction is to occur, there will be no rate reduction.

In, general, if this loan is a refinancing of an existing loan (even a refinancing of an existing loan from the same lender), then payments made and rate reductions received, if any, on the prior loan will not be considered in determining the timing and amount of rate reductions on this loan.


Borrower
MAR 3 2000
Date


Co-Borrower
MAR 3 2000
Date

* This Agreed Rate Reduction Rider and the rate reduction program it discusses does not apply to variable rate or adjustable rate loans, nor to loans made to finance the purchase of real property from Lender.

ORIGINAL (1)
BORROWER COPY (1)
CO-BORROWER COPY (1)

**ESTA CLAUSULA ENMIENDA EL ACUERDO/PAGARE
DE PRESTAMOS ASENTADO EN LA FECHA ABAJO SEÑALADA**

CLAUSULA DE REDUCCION A LA TASA ACORDADA*

**PAGOS A TIEMPO
Y REDUCCION A LA
TASA INICIAL**

Si en cualquier momento durante el término de este préstamo, usted efectúa doce pagos mensuales completos consecutivamente, sin que su cuenta llegue a estar 30 días o más contractualmente morosa (lo que significa que no se retrasará desde el momento que haga el primero de los doce pagos mensuales y que efectuará cada uno de los doce pagos mensuales en cualquier momento entre su fecha de vencimiento y el día anterior al siguiente pago programado) ("Pagos A Tiempo"), nosotros reduciremos su Tasa de Interés Acordado, una mitad de un punto porcentual (.50%). Esta reducción de interés inicial se puede obtener solamente una vez durante el término de este préstamo.

**REDUCCION
ADICIONAL A LA
TASA DE INTERES**

Si después de recibir un .50% de reducción en su Tasa de Interés Acordada como se describe que el Párrafo Uno, usted hace otros doce Pagos A Tiempo consecutivos, inmediatamente después de la primera reducción de interés, nosotros reduciremos su Tasa de Interés Acordada por tres cuartos de un punto porcentual (.75%) adicionales. Esta reducción se puede obtener solamente una vez durante el término del préstamo.

Si después de recibir un .75% de reducción en su Tasa de Interés Acordada como se describe que el Párrafo Dos, usted hace otros doce Pagos A Tiempo consecutivos, inmediatamente después de la segunda reducción de interés, nosotros reduciremos su Tasa de Interés Acordada un punto porcentual (100%) adicional. Esta reducción se puede obtener solamente una vez durante el término del préstamo.

**LIMITACIONES E
INTERES MINIMO**

Su Tasa de Interés Acordada nunca será reducida más de dos puntos un cuarto por ciento (2.25%) durante el término del préstamo. Todas las reducciones efectuadas conforme a este acuerdo están sujetas a los requisitos de una tasa mínima de la Tasa Preferencial más alta como se declara en la sección Tasa Monetaria del Wall Street Journal en la fecha de la reducción de su tasa como se describe en esta Cláusula, más un punto porcentual (1.00%).

**FECHA EN QUE
ENTRA EN
EFECTO LA
TASA Y EL CAMBIO
DE PAGO**

Si usted tiene derecho a una reducción en su Tasa de Interés Acordada de acuerdo a esta Cláusula, la reducción entrará en efecto un día después de la fecha de vencimiento del pago que lo hace acreedor a la reducción de su tasa de interés. La cantidad del pago mensual será igualmente modificada, a partir de la fecha de vencimiento del primer pago en que empieza la reducción de la tasa de interés. La modificación de la cantidad del pago mensual se basará en el balance programado del préstamo. Sin embargo, si usted paga su cuenta totalmente por adelantado durante el mes en que ocurrirá la reducción de la tasa de interés, no habrá reducción sobre la tasa de interés.

En general, si este préstamo es para refinanciar un préstamo existente (aunque sea el refinanciamiento de un préstamo existente del mismo acreedor) entonces los pagos efectuados y las reducciones de interés recibidos, si los hay, sobre el préstamo anterior no serán considerados para determinar el aprovechamiento y la cantidad de las reducciones de interés en este préstamo.

* Esta Cláusula de Reducción a la Tasa de Interés Acordada y el programa de reducción de interés que trata no es aplicable a los préstamos con tasa de interés variable o ajustable, ni a los préstamos hechos para financiar la compra de bienes raíces del acreedor.

ORIGINAL (1)
COPIA PARA EL PRESTATARIO (1)
COPIA PARA EL CO PRESTATARIO (1)