

200. 693712



## **REAL ESTATE MORTGAGE**

Name and Address of Montgagor(s): NORMAN RAYMOND		Mortgagee:					
3430 173 ST. HAMMOND, IN 46323			377 EAST BUTTERFIELD ROAD SUITE 925 LOMBARD, IL 60148				
Loan Number	Date	Date Final	Payment Due	Principal Ba	lance		
	06/22/00	07/0	1/30	\$58,2	90,00	·	
The words "L" words "you" and "you	"me" and "my" refe	OT r to all M	OFF ortgagors indebte	ICIA don the Note :	secured by this	Mortgage. The	
MORTGAGE OF 1		-		I I			
	ent of a Note I sig						
together with interes							
and renewals thereo							
estate described bel appurtenances and r				LAKE	tale and all eas	ements, ngnts,	
appurenances and t	elic, which is locate	о ш шови	ia, County of	LARE		·	
which has the addre	ss of 3430 173 S	T.		, HAMMOND			
		Street)			(City)		
Indiana 463			(the "Premise	25").			
	(zip code)		THUM	_			
	CIPIE ATPT	r A CDIED	LEGAL DESCR	IDITION IEWI	THE THE		
	SEE AT	ACRED	LEGAL DESCR	diffion Exh	IBII A		
TERMS AND CO	NDITIONS:						
PAYMENT OF O	BLIGATIONS - If	I pay my	Note according to	its terms, this	Mortgage will b	ecome null and	
TAXES - LIENS - security agreements against the Premise Premises in your far at all times during t premium or other c your own name, if I	s (including mortga is, whether superior vor in a form and an the term of this Mort charge (including an	gcs), liens or inferior nount satis tgage. You	s, assessments, or to the lien of the factory to you and I may pay any su	bligations, water is Mortgage, maintain and le the tax, lien, asse	er rates and any aintain hazard in seep the Premise essment, obligati	other charges assurance on the s in good repair ion, water rates,	
	SEE PAGES 2 A	LND 3 FO	R ADDITIONAL	L IMPORTAN	T TERMS		
06/22/00 11:23 9384 2-1191A (7/99) Indiana Fun	428	RUE COI	PY - NOT AN OI	RIGINAL	Initial(s) X	R X Page 1 of 3	

15. July 20 and

or diocrymbo

The amount you pay will be due and payable to you on demand, will bear interest at the interest rate set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the Premises and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I will give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the Premises damaged or, at your option, the insurance proceeds will be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the Premises, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10) day period will begin when the notice is given.

TITLE - The Premises were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the Premises. I further warrant that the lien created by this Mortgage is a valid and enforceable first lien, subordinate only to casements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else.

CONDEMNATION - The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation (the taking of my property for a public use) or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the Premises, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the Premises are abandoned by the, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the Premises, or to the sums secured by this Mortgage, whether or not then due.

DUE ON SALE OR ALTERATION - Except in those circumstances in which Federal law otherwise provides, I will not, without your consent, sell or transfer the Premises or alter, remove or demolish the buildings on the Premises, allow the Premises to deteriorate or commit waste.

DEFAULT - If I default in paying any part of the indebtedness secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures or on any other mortgage which covers the Premises, the entire unpaid principal balance and accrued and unpaid interest and any other amounts I then owe to you under this loan will become immediately due if you desire, without your advising me. If I am required to pay immediately in full as described above, I promise to pay your reasonable attorney's fee, if the loan is referred to an attorney, not your employee, for collection and all other reasonable costs and expenses you actually incur in collecting the loan or foreclosing on this Mortgage, to the extent permitted by law. If any money is left over after you foreclose on this Mortgage and deduct such attorney's fees and all other costs and expenses incurred, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS - I agree that you are entitled to the appointment of a receiver in any action to forcelose on this Mortgage and you may also enter the Premises and take possession of them, rent them if the Premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE - Your rights under this Mortgage will be separate, distinct and cumulative and none of them will be in exclusion of any other nor will any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES - I agree that any notice and demand may be given to me either in person or by mail.

RELEASE -Upon payment of all sums secured by this Mortgage, you shall release the Premises from the lien of this instrument. I shall pay recording costs to the extent permitted by applicable law.

EXTENSIONS AND MODIFICATIONS - Each of the persons signing this Mortgage agrees that no modification, renewal or extension of time or other variation of any obligation secured by this Mortgage will affect any other obligation under this Mortgage.

APPLICABLE LAW - This Mortgage is made in accordance with, and will be governed by, the laws of the State of Indiana and applicable Federal law.

RECEIPT OF COPY - Each person signing this Mortgage acknowledges receipt of a completed and signed copy of this Mortgage.

SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS

NORMAN RAYMOND 00/22/00 11:23 938418

(0

Page 2 of 3

BINDING EFFECT - This Mortgage is binding on and inures to both your and my successors and assigns.

## SEE PAGES 1 AND 2 FOR ADDITIONAL IMPORTANT TERMS

signed this $\frac{\partial P^{\ell}}{\partial t}$ day of $\frac{\partial P^{\ell}}{\partial t}$ .
NORMAN RAYMOND (Seal)
(Scal)
Document is (Scal)
ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!  STATE OF INDIANA  COUNTY OF SS.
Before me, a Notary Public in and for said County and State, personally appeared  NORMAN RAYMOND  , and acknowledged the execution of
the foregoing mortgage asvoluntary act and deed.
WITNESS my hand and Notarial Seal this 1) day of 100.
My Commission Expires:
Official Seal Notary Public Deborah R. Poeta Notary Public DE SERAL R. DETE
My County of Residence:  Notary Public  State of Indiana  (Printed Signature)  My Commission Expirer 9-28 2001
This instrument was prepared by THE CIT GROUP/CONSUMER FINANCE, INC.

TRUE COPY - NOT AN ORIGINAL

06/22/00 11:23 938418

2-1191C

Page 3 of 3

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION, 660 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE 371.95 FEET, MORE OR LESS, TO A POINT 627 FEET WEST OF THE EAST LINE; THENCE NORTH PARALLEL WITH SAID EAST LINE 426.9 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE NEW YORK CHICAGO AND ST. LOUIS RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 421.82 FEET, MORE OR LESS, TO THE NORTH LINE 05 AFORESAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID NORTH LINE 23.33 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

## LESS AND EXEPTING:

PARCEL I: PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS:

BEGINNING AT A POINT 330 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, AND 225 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 15; THENCE SOUTH ON A PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 435 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 371.95 FEET TO A POINT 627 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15; THENCE NORTH ALONG THE LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 426.9 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE N.Y.C. AND ST. L. RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 12.5 FEET; THENCE WEST 361.78 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL II: AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AFORESAID, OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 30 FEET OF THE WEST 360 FEET OF THE NORTH 225 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 15, IN LAKE COUNTY, INDIANA, BEING A PART OF TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN.

IT IS THE INTENT OF THE EASEMENT TO PROVIDE A RIGHT OF WAY FROM PARCEL I TO 173RD STREET.