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UNITED W. CENTER

Reception No. \_\_\_\_\_  
Recorded this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_, \_\_\_\_\_ o'clock \_\_\_\_\_ m.

**REAL ESTATE MORTGAGE**

(This mortgage secures the described indebtedness and renewals thereof.)

THIS INDENTURE WITNESSETH, that Rosemary Cunningham and

hereinafter called Mortgagor(s) of LAKE County, in the State of INDIANA

Mortgage(s) and Warrant(s) to American General Finance, Inc. 6701 Broadway Ste 1A Merrillville, In. 46410

hereinafter called Mortgagee, of Lake County, in the State of Indiana

the following described Real Estate situated in Lake

County, in the State of Indiana, as follows, to wit:

The South 75 feet of the north 385 feet of the East Half of the East half of that part of the northeast Quarter of the northwest Quarter of Section 25, Township 36 North, Range 9 West of the 2nd P.M., lying North of the center line of United States Highway #6, commonly known as Ridge Road, in Lake County, Indiana.

DEMAND  Anytime after \_\_\_\_\_ year(s) from the date of this loan we can demand the full balance and you  
FEATURE (if  will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the  
checked) demand. If we elect to exercise this option you will be given written notice of election at least 90 days  
before payment in full is due. If you fail to pay, we will have the right to exercise any rights permitted  
under the note, mortgage or deed of trust that secures this loan. If we elect to exercise this option, and  
the note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

to secure the repayment of a promissory note of even date herewith for the principal sum of  
\$ 13,480.83 executed by the Mortgagor(s) and payable to the Mortgagee, on or  
before 60 months after date, in installments and with interest thereon, all as provided in said note, and any  
renewal thereof; the Mortgagor(s) expressly agree(s) to pay the sum of money above secured, all without relief from  
valuation or appraisal laws, and with attorneys fees; and upon failure to pay any installment on said note, or any part  
thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter  
stipulated, then said note shall immediately be due and payable, and this mortgage may be foreclosed accordingly; it is  
further expressly agreed by the undersigned, that until all indebtedness owing on said note or any renewal thereof is  
paid, said Mortgagor(s) shall keep all legal taxes and charges against said premises paid as they become due, and shall  
keep the buildings and improvements thereon insured for fire, extended coverage, vandalism and malicious mischief for  
the benefit of the Mortgagee as its interests may appear, and the policy duly assigned in the amount  
of Thirteen Thousand Four Hundred Eighty and 83/100 Dollars  
(\$ 13,480.83), and failing to do so, said Mortgagee may pay said taxes, charges and/or  
insurance, and the amount so paid, with interest at the rate stated in said note, shall be and become a part of the  
indebtedness secured by this mortgage. If not contrary to law, this mortgage shall also secure the payment of all  
renewals and renewal notes hereof, together with all extensions thereof. The Mortgagors for themselves, their heirs,  
personal representatives and assigns, covenant and agree to pay said note and interest as they become due and to  
repay such further advances, if any, with interest thereon as provided in the note or notes evidencing such advances. If  
mortgagor shall fail to keep the real estate in a good condition of repair or shall permit the real estate to be in danger of  
the elements, vandalism or damage from other cause, Mortgagee may take such steps as are necessary in its judgment  
to protect the real estate.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the  
option of the Mortgagee and forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged  
property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with,  
Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the  
Mortgagee. If mortgagee exercises this option, Mortgagee shall give Mortgagor Notice of Acceleration. This notice shall  
provide a period of NOT LESS than 30 days from the date the notice is delivered or mailed within which Mortgagor must  
pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration period, Mortgagee  
may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default  
be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage  
may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of  
such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed  
to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be  
commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying note  
shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

This instrument was prepared by JILL SUSAK

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Mortgagor(s) expressly understand and agree that by this mortgage they hereby assign to the Mortgagee all or Mortgageor(s) rights and interest in and to all rents or payment on land contracts from any and all tenants or contract purchasers due or to become due from any such tenants or purchasers so long as the indebtedness hereby secured remains unpaid in whole or in part.

And the Mortgageor(s) covenants that at all times during the continuance of this mortgage, he (they) will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgageor(s) agree that in the even of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgageor(s) default in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and mortgage and Mortgageor(s) agree to be indebted to Mortgagee thereof in the additional amount so advance and this mortgage shall also secure such additional debt on the same terms and conditions.

And, at the option of the mortgagee, it should be lawful for the mortgagee, who is hereby given and granted full right, license, power and authority, to peacefully enter into and take possession of the premises hereby mortgaged, or any part thereof, and to collect, receive and receipt for all rents, issues and profits thereof; and the mortgagors agree to deliver to the mortgagee at any time after default, on request, possession of the mortgaged premises and all leases, papers and records at any time in the possession or control of the mortgagors pertaining to the premises, and further agree to make, execute and deliver to the mortgagee all such further assurances as may be proper for perfecting or completing the security hereunder.

IN WITNESS WHEREOF, the said Mortgageor(s) has hereunto set her hand(s) and seal(s) this 18th day of August, 2000.

*Rosemary M Cunningham* (SEAL) Type name here Rosemary Cunningham (SEAL)  
 Type name here \_\_\_\_\_ (SEAL) Type name here \_\_\_\_\_ (SEAL)

STATE OF INDIANA  
 COUNTY OF Lake

ss:

Before me, the undersigned, a Notary Public in and for said County, this 18th day of August 2000, came Rosemary Cunningham and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.  
 My Commission expires 4/7/2007

*Dana Hopkins*  
 Dana Hopkins Notary Public Lake Cty Res

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to \_\_\_\_\_ which is recorded in the office of the Recorder of \_\_\_\_\_ County, Indiana, in Mortgage Record \_\_\_\_\_, page \_\_\_\_\_, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said Mortgagee, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

(Seal)

By: \_\_\_\_\_

STATE OF INDIANA, \_\_\_\_\_ County ss:

Before me, the undersigned, a Notary Public in and for said county, this \_\_\_\_\_ day of \_\_\_\_\_ came \_\_\_\_\_ and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal.

My Commission expires \_\_\_\_\_ Notary Public

|          |      |    |   |   |                                      |                           |              |              |
|----------|------|----|---|---|--------------------------------------|---------------------------|--------------|--------------|
| MORTGAGE | FROM | TO | Received for record this _____ day of _____ | 19 _____ at _____ o'clock _____ m., and | recorded in Mortgage Record No _____ | page _____ Recorder _____ | County _____ | Fee \$ _____ |
|----------|------|----|---|---|--------------------------------------|---------------------------|--------------|--------------|