STATE OF INDIANA LAKE COUNTY FILED FOR PECCAD

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MORRIS W. CARTER RECORDER Reception No. \_\_\_\_ , A.D. 19\_\_\_ Recorded this \_\_\_\_\_ day of \_ \_\_\_\_\_ o'clock\_ REAL ESTATE MORTGAGE (This mortgage secures the described indebtedness and renewals thereof.) Robert J. Starek THIS INDENTURE WITNESSETH, that. Husband & Wife Tracey M. Starek Lake County, in the State of Indiana hereinafter called Mortgagor(s) of \_ Mortgage(s) and Warrant(s) to American General Finance, Inc. 6701 Broadway Ste 1A Merrillville, In. 46410 INDIANA LAKE hereinafter called Mortgagee, of \_\_\_ \_ County, in the State of\_ LAKE the following described Real Estate situated in \_\_\_\_ County, in the State of Indiana, as follows, to wit: Lots 5 and 6 in Halsted's Third Addition to the Town of Lowell, the Plat of which is recorded in Miscellaneous Record "A" page 522, in the Office of the Recorder of Lake County, Indiana. Anytime after year(s) from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the DEMAND FEATURE (If 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. checked) (\$44,096,00 ), 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. 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.

Jill Susak

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This instrument was prepared by \_

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Mortgagor(s) expressly understand and agree that by this mortgage they hereby assign to the Mortgagee all or Mortgagor(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 Mortgagor(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 Mortgagor(s) agree than 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 Mortgagor(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 Mortgagor(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 mortgagers 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 mortgage all such further assurances as may be proper for perfecting or completing the

security hereunder.

IN WITNESS WHEREOF, the said Mortgagor(s) ha ve hereunto set their hand(s) and, seal(s) this 2nd day of October Type name here ype name here Type name here STATE OF INDIANA COUNTY OF Before me, the undersigned, a Notary Public in and for said County, this 2nd day of October 2000, came Robert & Tracey Starek. Husband and Wife and acknowledged the execution of the foregoing instrument. WITNESS OF MY HAND and official seal. My Commission expires RELEASE OF MORTGAGE THIS CERTIFIES that the annexed Mortgage to\_ County, Indiana, in Mortgage recorded in the office of the Recorder of , has been fully paid and satisfied and the same is hereby released. \_, page\_ Witness the hand and seal of said Mortgagee, this \_\_\_\_\_ day of (Seal) STATE OF INDIANA, County ss: Before me, the undersigned, a Notary Public in and for said county, this \_\_\_\_\_ day of \_\_\_\_\_\_ 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** day ecorded in Mortgage Record MORTGAGE Received for record 2 Ħ

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