

R E A L P R O P E R T Y M O R T G A G E

MORTGAGOR(S):

LAST NAME Figueroa Figueroa		FIRST Ramon Susan	INITIAL
STREET ADDRESS 2751 Gibson Street		CITY Lake Station	STATE IN
		ZIP 46405	

MORTGAGEE:

American Family
Financial Services, Inc.
6000 American Pkwy
Madison, WI 53783-0001

DATE OF LOAN	AMT. FINANCED	TOT. AMT. OF NOTE	NO. OF INSTALLMENTS	FIRST PYMT. DUE	FINAL PYMT. DUE
11/08/00	\$25,114.00	\$40,411.20	120	\$336.76	11/14/2010

THIS MORTGAGE made and entered into the day and year, above written, between the undersigned Borrowers named above, hereinafter called MORTGAGOR, and the company named above, hereinafter called the MORTGAGEE.

WITNESSETH: That for the purpose of securing the payment of the indebtedness herein mentioned and securing the fulfillment of all the covenants and conditions hereinafter set forth, the mortgagor hereby mortgage and warrant to the mortgagee, its successors and assigns forever, all the following described tract of land (hereinafter sometimes referred to a "Mortgaged Property") situated in Lake County, Indiana, described as follows, to wit:

Lots 16, 17, and 18, Block 16, Second Subdivision to East Gary City of Lake Station, as Shown in Plat Book 7, Page 25, Lake County, Indiana. More Commonly known as 2751 Gibson Street, Lake Station, Indiana.

Parcel No. 14-19-63-18

Document is NOT OFFICIAL!

This Document is the property of

This mortgage is junior and subsequent to: A First Mortgage to Bancplus Mortgage Corporation in the amount of \$51,432.00, dated on 5/28/1992 and recorded on 6/01/1992, in Volume and Page No. 92034720.

This (is) ~~(is not)~~ Homestead Property.

Together with all and singular the buildings, structures and improvements now upon or which may hereafter be erected in or upon the above described premises or any part thereof, including all heating, refrigerating, air conditioning and lighting equipment and all other equipment of whatever nature necessary to the use and operation of the premises, now or hereafter in the premises, which equipment is to be construed as a part of the real estate described above and covered by the lien of this mortgage.

And all the Estate, Title and Interest of the said mortgagor, either in Law or in Equity, of, in and to said premises, and all the rights, privileges, tenements, hereditaments and appurtenances whatsoever thereunto appertaining and the rents, issues and profits thereof; TO HAVE AND TO HOLD the same to the only proper use of mortgagee, its successors and assigns forever.

AND the said mortgagor for himself, his heirs, executors, administrators, successors and assigns, does hereby covenant with the mortgagee, its successors and assigns, that mortgagor is the true and lawful owner of said premises in fee simple and has good right to convey the same; that said premises are free from all liens, charges, encumbrances, easements and restrictions whatsoever not herein specifically mentioned, and that subject only to the exceptions herein specifically mentioned mortgagor will Warrant and Defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And the said mortgagors for self, then their heirs, executors, administrators, successors and assigns, does hereby covenant and agree with the said mortgagee, its successors and assigns, as follows:

To pay the note hereby secured and all other amounts herein agreed to be paid by the mortgagor when and as the same shall become due under any covenant or stipulation herein contained.

To pay or cause to be paid all taxes, assessments and other charges which are now or may hereafter be levied, charged or assessed upon said Mortgaged Property hereinabove described when due and payable according to law.

To keep the buildings and improvements upon the premises hereinabove described insured against loss or damage by fire and all such other hazards, casualties and contingencies by extended coverage insurance in an amount not less than the insurable value thereof and to pay promptly when due all premiums for such insurance including war damage insurance if the same be required by the mortgagee. All insurance shall be carried in companies approved by the mortgagee and the policies and renewals thereof shall be delivered to and held by the mortgagee and have attached thereto loss-payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice thereof by mail to the mortgagee, who may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of the mortgagor and the mortgagee jointly, and the insurance proceeds or any part thereof, may be applied by the mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damage.

To maintain or cause to be maintained the buildings and improvements upon said premises in good condition and to repair, renew and replace the same whenever necessary and not to commit or permit any waste thereon or thereof.

That in the event of default in the payment of any installment on said note when due, or in the event of default in the performance of any of the covenants contained in this mortgage to be performed by mortgagor herein, the holder of said note may, at its option, without notice, accelerate the maturity of said note, thereby causing the entire amount unpaid, less the required rebate of charges, to be immediately due and payable, and in any such event mortgagee shall have the right forthwith to enter upon and take possession of said Mortgaged Premises, and to let the said premises and receive the rents, issues and profits thereof, make repairs and to apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amount hereby secured, that said rents and profits are in the event of any such default hereby assigned to the mortgagee and if said premises or any part thereof are occupied by the mortgagor, mortgagor will immediately after any such default vacate said premises within five (5) days after written demand has been made therefor by delivering such demand at said premises and upon failure to do so mortgagee shall forthwith be entitled to recover possession of said premises by action of forcible entry and detainer, or otherwise, and upon proceedings being commenced for the foreclosure of this mortgage mortgagee shall be at liberty to apply for the appointment of a receiver of the rents and profits of said premises upon ex-parte application and without notice to mortgagor, and the mortgagee shall be entitled to the appointment of such receiver as a matter of right without consideration of the value of the Mortgaged Premises as security for the amount due the mortgagee or the solvency of any person or persons liable for the payment of such amount.

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That upon failure of mortgagor to maintain insurance as above stipulated or to deliver said renewal policies as aforesaid or to pay said premiums the mortgagee may effect such insurance and pay the premiums therefor and upon mortgagor's failure to pay any taxes, charges, rates and assessments as above stipulated or if there shall be at any time any prior liens or encumbrances on said premises mortgagee may without notice to or demand from mortgagor, pay the amount of any such taxes, charges, rates or assessments or prior liens or encumbrances and redeem the property from any tax sales with any expenses attending the same including attorneys fees. In either of such event the mortgagor agrees to repay to the mortgagee, with interest at the rate of _____ percent (%) per annum hereon, upon demand, any amounts so paid by the mortgagee and the same shall be a lien on said premises and be secured by these presents.

That mortgagor will comply with all laws, ordinances and regulations of all public authorities relating to the Mortgaged Premises and will not remove, demolish or alter any buildings thereon or any of the mortgaged properties situated therein without the consent of the mortgagee; and further that should the mortgagor sell and convey all or any part of the premises hereby conveyed without previously obtaining the written consent of the said mortgagee the indebtedness secured hereby shall at once become due and payable at the option of said mortgagee, its successors or assigns, without further notice.

That the several rights, powers, options, elections and remedies in this mortgage contained shall be construed and deemed as cumulative, and no one or more of them as exclusive of the other or any of the others or of any rights or remedies which are now or may be given by or allowed by law. Where the sense requires it, the plural number shall mean the singular and the singular the plural; the term mortgagor shall include the mortgagor's administrators, heirs, executors, successors or assigns, and the term mortgagee shall include the mortgagee's successors or assigns.

The Mortgagors hereby release and waive all claims on said property as a Homestead Exemption or other exemption now or hereafter provided by law.

This conveyance is made to secure the payment according to the terms of a promissory note of even date and to further secure the payment of any further or additional advances made by the Mortgagee any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, a refinancing of the unpaid balance of the loan stated above, or a renewal thereof or both.

PROVIDED NEVERTHELESS, That if Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, then this conveyance shall be and become null and void and Mortgagee shall release this mortgage at the expense of Mortgagor; otherwise it shall remain in full force effect.

IN WITNESS WHEREOF, the said Ramon & Susan Figueroa

and As Husband and Wife

who hereby releases all their right and expectancy of dower in said premises, have hereunto set their hand(s) this 8th day of November, Two Thousand (~~2000~~ 2000),

Signed and acknowledged in presence of us:

Signature Ramon Figueroa Signature _____ (SEAL)
Printed Ramon Figueroa Printed _____
Signature Susan Figueroa Signature _____ (SEAL)
Printed Susan Figueroa Printed _____

STATE OF INDIANA
COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, personally appeared Ramon & Susan Figueroa

who acknowledges the execution of the foregoing mortgage.

Witness my hand and Notarial Seal the 8th day of November, 2000.

My commission expires

January 17, 2008

Signature Jennifer Bustamante
Printed Jennifer Bustamante
NOTARY PUBLIC

This instrument was prepared by Alice J Kissling
ATTORNEY-AT-LAW

MORTGAGE

AMERICAN FAMILY
FINANCIAL SERVICES, INC.

From _____
To _____

Rec'd for Record _____
at _____ o'clock _____ M.
and recorded _____

RECORDER
of _____ County, Indiana

RELEASE

THE CONDITIONS of the within mortgage
having been complied with, the undersigned hereby
cancels and releases the same this _____ day of

19 _____