

## **REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH, That **Richard Henry** ("Grantor") of Lake County in the State of Indiana, as MORTGAGOR, Mortgages and warrants to **Rafael Bejar** of Lake County in the State of Indiana, as MORTGAGEE the following real estate in Lake County, State of Indiana to wit:

## Key 24-30-0446-0030

Lot Number Thirty (30), in the Mark Subdivision, being subdivided in the West One-Half (W 1/2) of Section Sixteen (16), Township Thirty-Seven (37) North, Range Nine (9) West of the Second Principal Meridian, in the City of East Chicago, County of Lake, State of Indiana, as shown by the recorded plat in the Recorder's Office of Lake County, Indiana, in Plat Book 15, Page 36. Commonly known as 404 Spring Street in the Marktown Historic District of East Chicago, Indiana.

## Key 24-30-0446-0029

Part of Lot Number Twenty-Nine (29), (Beg. SW.Cor. TH. NW 38 X NE 20 X SE 38 X SW 20 FT.) in the Mark Subdivision, being subdivided in the West One-Half (W 1/2) of Section Sixteen (16), Township Thirty-Seven (37) North, Range Nine (9) West of the Second Principal Meridian, in the City of East Chicago, County of Lake, State of Indiana, as shown by the recorded plat in the Recorder's Office of Lake County, Indiana, in Plat Book 15, Page 36. Commonly known as an extension of the front yard of 404 Spring Street in the Marktown Historic District of East Chicago, Indiana.

as well as the rents, profits, and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Nine-Thousand-Five-Hundred-Seventy-Fifty-Dollars (\$9,575.00).

Mortgagor agrees to pay directly to the Lake County Treasurer any and all property taxes as levied by taxing bodies. Said taxes will be paid on time or in advance of the date due.

Mortgagor agrees to maintain property insurance on said real estate in the amount of coverage to guarantee the satisfaction of this Mortgage in the event of loss of property.

## Mortgagor further covenants and agrees as follows:

- 1. To keep all buildings, fixtures, and improvements on said premises, now or hereafter erected thereon, and all equipment to or used in connection with the fixtures on said premises therein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgages as a further security for said indebtedness, which insurance policy shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.
- 2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixture(s) and/or appliance(s), nor or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

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- 3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension, or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge, or modify in any manner the effect of the original liability of the Mortgagor, and any extension of time on this Mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this Mortgage over such junior lien, Mortgagee shall be subrogated to any lien or chain paid by moneys advanced and hereby secured.
- 5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.
- 6. All terms of this Mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon their heirs, executors, administrators or Mortgagor, or successors in ownership.

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Mortgagor Signature	Mortgagee Signature
	OFFICIAL! Rafael Bejar ment is the property of the County Recorder!

State of Indiana, County of Lake, ss

Before me, the undersigned, a Notary Public in and for said County this 1044 day of Alc., 2002 came Richard Henry, and acknowledged the execution of the foregoing Warranty Deed.

Witness my hand and official seal. My Commission expires 3-/5-08

County of Residence Porter

Shelley L. Elman

This instrument prepared by: Richard Henry a resident of Lake County, Indiana.