## 2010 074126

STATE UF INDIANA EAKE COUNTY FILED FOR RECORD

2010 DEC 15 PM 1: 12

MIC. RECURLER

Recorded this	day of		A.D		o'clock	m.
	(This Mortgage secur	EAL ESTATE MO	ORTGAGE			
	RE WITNESSETH,					
						,
Indiana, Mortgage	hereinafter call	ERICAN GENERAL I	FINANCIAL SERVI	CES, INC.	ty, in the	
Highlund, IN	463LL	hereinafter called N	Nortgagee, of LAKE			County, in
the State of Indiana of Indiana, as follow	a the following describe	d Real Estate situate	d in <u>LAKE</u>		County, in	the State
IN THE TOV	CEPT THE SOUTH 155 NO OF HIGHLAND, AS FICE OF THE RECORD OUTH 40 FEET OF AN	PER PLAT THERECOER OF LAKE COUNT	OF, RECORDED IN TY, INDIANA, AND	PLAT BOOK THAT PART	27 PAGE OF THE	84,

to secure the repayment of a Note/Agreement (herein referred to as "Note") of the same date herewith for the principal sum of \$ 6968.00 executed by the Mortgagor and payable to the Mortgagee, on or before 48 months after date, in installments and with interest thereon, all as provided in said Note, and any renewal thereof; the Mortgagor expressly agrees to pay the sum of money above secured, all without relief from valuation or appraisement 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, Mortgagor will keep all Required Insurance premiums, taxes, governmental assessments, levies, and charges against said premises that could encumber said Real Estate paid as they become due. Hazard Insurance shall include all coverage set forth in the Note and shall at a minimum 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 <a href="Eighty Thousand Dollars and Zero cents">Eighty Thousand Dollars and Zero cents</a>

Dollars (\$80,000.00Mortgagor's failure to keep such insurance coverage, taxes and charges current, as described in the preceding sentence, may result, at Mortgagee's option, without waiving any of its other rights or remedies and after giving any notice required by law, in Mortgagee paying said insurance, taxes or charges, and the amount so paid, with interest thereon at the rate described in said Note will be and become a part of the indebtedness secured by this Mortgage.

Mortgagee may elect, the law may require, or Mortgagor may request that Mortgagee maintain an escrow fund for payment of real estate taxes, assessments, insurance premiums, or other obligations that might encumber the Real Estate if not timely paid when due. If so elected, if required by law, or if Mortgagor's request is granted, Mortgagor will pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the property; (b) leasehold payments or ground rents on the property, if any; and (c) premiums for any and all insurance required by Mortgagee, including, but not limited to, Hazard Insurance and Flood Insurance. These items are called "Escrow Items."

At origination or at any time during the term of the Note, Mortgagee may require that Community Association Dues, Fees, and Assessments, if any, be paid into escrow by Mortgagor, and such Dues, Fees and Assessments will be an Escrow Item. Mortgagor will promptly furnish to Mortgagee all notices of amounts to be paid under this section.

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Mortgagor will pay Mortgagee the Funds for Escrow Items unless Mortgagee waives Mortgagor's obligation to pay the Funds for any or all Escrow Items. Mortgagee may waive Mortgagor's obligation to pay Mortgagee Funds for any or all Escrow Items at any time more than one year after origination. Any such waiver may only be in writing. In the event of such waiver, Mortgagor will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Mortgagee, or for which no escrow Funds have been collected, and, if Mortgagee requires, will furnish to Mortgagee receipts evidencing such payment within such time period as Mortgagee may require. If Mortgagor is obligated to pay Escrow Items directly and fails to do so, Mortgagee may pay such amount and Mortgagor will then be obligated to repay to Mortgagee any such amount under the terms provided above. Mortgagee may revoke its waiver of obligation to pay any or all Escrow Items at any time by a notice given in accordance with the notice provision of this Mortgage and, upon such revocation, Mortgagor will pay to Mortgagee all Funds, and in such amounts, that are then required under this or other applicable sections.

Mortgagee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Mortgagee to apply the Funds at the time specified under the Federal Real Estate Settlement Procedures Act and implementing regulations (collectively, "RESPA"), and (b) not to exceed the maximum amount a Mortgagee can require under RESPA. If holding such Funds, Mortgagee will estimate the amount of Funds due from Mortgagor on the basis of current data and reasonable estimates of expenditures for future Escrow Items or otherwise in accordance with applicable law.

The Funds will be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank. Mortgagee will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Mortgagee will not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Mortgagee will not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee will give to Mortgagor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Mortgagee will account to Mortgagor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Mortgagee will notify Mortgagor as required by RESPA, and Mortgagor will pay to Mortgagee the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Mortgagee will notify Mortgagor as required by RESPA, and Mortgagor will pay to Mortgagee the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Mortgagee will promptly refund to Mortgagor any Funds held by Mortgagee.

The Mortgagor, Mortgagor's heirs, personal representatives and assigns, covenants and agrees 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.

Mortgagor expressly understands and agrees that by this Mortgage, Mortgagor hereby assigns to the Mortgagee all of Mortgagor's rights and interests 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 covenants that at all times during the continuance of this Mortgage, Mortgagor 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 agrees that in the event 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 defaults 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 agrees to be indebted to Mortgagee thereof in the additional amount so advanced and this Mortgage shall also secure such additional debt on the same terms and conditions.

And, at the option of the Mortgagee, it shall 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 Mortgagor agrees 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 Mortgagor pertaining to the premises, and further agrees to make, execute and deliver to the Mortgagee all such further assurances as may be proper for perfecting or completing the security hereunder.

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	VITNESS	·	d Mortgagor <u>HAS</u>	hereunto set <u>TI</u>	HEIR hands and seals	this <u>9th</u> day of
Ma	inny (	fagra &	(SEAL)		1 Adans	(SEAL)
Withess	: LAWREN	CE HORVATH		Mortgagor: THOM		/ A /=
Witness	S: ANN CH	APPEL	(SEAL)	Mortgagor: REBE	CCA'S ADAMS HO	(RULLISEAL)
STATE COUNT	OF INDIA	NA	) \			
Before	e me, the	undersigned, a Nota	ry Public in and f	or said County, this	7th day of Decembe	<u>r, 2010</u> came
	Thomas 1	M. Adams & Rebe		and acknowledged	the execution of the fo	regoing instrument
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Recor	rd	, page	, has been fully pa	aid and satisfied and	the same is hereby rel	eased.
Witne	ess the har	nd and seal of said N	Mortgagee, this	day of	-	
STAT		DIANA,	Country			
1					, this day of	
Morto	_ came _		- Trotaly Fablic III	and acknowledg	ed the execution of the	annexed release of
		VHEREOF, I have h	ereunto subscribe	ed my name and affi	xed by official seal	
	ommissio					Notary Public
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