

814836

Dennis Helms  
8400 Louisiana  
4th Fl.  
MEAR.

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That LONNIE LAWSON (the "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to GLORIA NORWICH (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AUG 8 10 51 AM '85  
RUDOLPH CLAY  
RECORDER

Lots 25 to 28 in Block 10 in Packer's Addition to Miller, in the City of Gary, as per plat thereof recorded in Plat Book 2, Page 53, in the Office of the Recorder of Lake County, Indiana.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is a purchase money mortgage given to secure the balance of the purchase price, performance of the provisions hereof and the payment of a certain promissory note ("Note") dated May 28, 1985, in the principal amount of Twenty-One Thousand Dollars (\$21,000.00) with interest as therein provided and with a final maturity date of September 1, 1986.

Said principal and interest are payable as follows:

The sum of One Thousand Dollars (\$1,000.00)\* on the first day of September, 1985, together with interest at the rate of ten percent (10%) per annum, and the further sum of One Thousand Dollars (\$1,000.00) on the first day of each and every succeeding month thereafter, together with interest as aforesaid, for a period of twelve (12) months at which time the entire unpaid balance together with all accrued interest shall be due and payable in full.

\* Payment subject to attached Addendum incorporated herein and made a part hereof.

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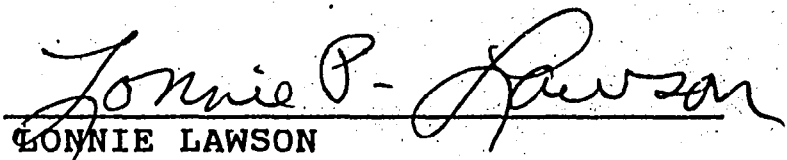
The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interest may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. Taxes and Assessments. The mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of fifteen per cent (15%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the

Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged, Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this 28 day of May, 19 85.

  
LONNIE LAWSON

STATE OF INDIANA )  
 ) ss:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State,  
personally appeared LONNIE LAWSON who acknowledged the  
execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 28 day of

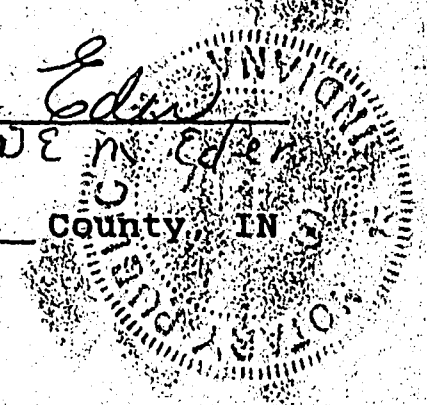
May, 1985.

Elaine M. Eden  
Notary Public: ELAINE M. EDEN

Resident of Lake County, IN

My Commission Expires:

7-5-86



This instrument was prepared by: Dennis L. Heling, Attorney at  
Law, 8400 Louisiana Street, 4th Floor, Merrillville, IN 46410

*L.L.*  
ADDENDUM TO LEASE

12. CONTINUATION OF RELIANCE UPON EXAMINATION  
AND INITIAL REPAIR

That the buyer and seller agree that the parties shall split the cost of the heating, air conditioning, electrical, plumbing, septic system, roof, and any and all other mechanical systems contained on or about the premises. The cost of the same shall be allocated on an equal 50/50 basis with a maximum amount not to exceed the amount of SIX THOUSAND DOLLARS AND NO/100 (\$6,000.00). Thus, the maximum amount based on the 50/50 basis would be a \$3,000 allocation to the buyer and a \$3,000.00 allocation to the seller. However, any and all of said expenditures must be mutually agreed upon by and between the buyers and sellers or the duly authorized representative of the buyers and sellers.

The payment of the sellers portion of any cost allocated for this purpose shall be based on a reduction in the monthly payment on a 1/12th basis. For example, in the event that the sellers allocation was in the amount of \$1,200.00, the monthly payment under the terms and conditions of this agreement would be reduced by the buyer to \$900.00 per month.

The total allocation of cost under this section shall be determined prior to the commencement of the first monthly installment which by the terms and conditions of the contract shall commence ninety (90) days after closing.

DATE: 5-17-85

DATE: May 18, 1985

Lonnie P. Lawson  
LONNIE LAWSON, Buyer

EXHIBIT "C"

Gloria Norwich  
GLORIA NORWICH, Seller