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REAL ESTATE MORTGAGE

This indenture witnesseth that GERHARD H. IMMIG and DONNA L. IMMIG, husband and wife, of Lake County, Indiana as MORTGAGOR, Mortgages and warrants to GARY DOUGLAS IMMIG, of Lake County, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to-wit:

Lot 17 in Melody Lane Gardens Addition, to the Town of Highland, as per plat thereof, recorded in Plat Book 31 page 58, in the Office of the Recorder of Lake County, Indiana.

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

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

(a) Demand note in the principal amount of \$1,200.00 with interest at the rate of 10% per annum, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

Also securing all future advances to the full amount of this mortgage; and securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

- l. To keep all building, fixtures and improvements attached premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.
- 2. Not to remove or suffer to be removed any fixtures and/or appliance, now 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 and Mortgagee shall have the right to inspect said premises at all reasonable times.
- 3. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said protion of the premises so appropriated shall be paid to this Mortgagee.
- 4. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
- 5. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of

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the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight percent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

- assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.
- 7. All terms of this mortgage shall be binding on each and all successors in ownership of siad real estate, as well as upon all heirs, executors, administrators of Morgagor or successors in ownership.

DATED this 13 day of MARCH, 1986.

Gerhard H. Immig

Wouna T. S.

Donna L. Immig

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this /36 day of March 198 , personally appeared GEHARD H. IMMIG and DONNA & IMMIG and acknowledged the execution of the foregoing mortgage. IN WITNESS where I have hereunto subscribed my name and affixed my official seals of the seal of the

Judeen Peifer, Notary Publ

My Commission Expires: 3-17-86 My County of Residence: Lake

This instrument prepared by: Diana Cross Gonzalez, Attorney at Law 3235 45th Street, Highland, IN 46322