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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That ANDREW KRAVETS AND STELLA KRAVETS, husband and wife

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE

AND WARRANT to STEPHEN MICHAELS AND MAXINE MICHAELS, husband and wife

(the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Part of the East ten acres of the SE 1/4 of SE 1/4 of Section 9, Township 36 N., Range 7 West of the 2nd Principal Meridian, lying south of Marquette Road, except the right-of-way of Michigan Central Railroad, described as follows: Beginning at the SE corner of said Sec. 9, thence West along the South line of said Sec. 9, thence West along the South line of said Sec. 9 a distance of 324.8 feet, thence North to the north line of said Michigan Central Railroad, thence continuing North a distance of 355.94 feet to the center line of Marquette Road, thence Northeasterly along the center line of Marquette Road a distance of 355.08 feet to the east line of said Sec. 9, thence South along said east line of said Sec. 9 a distance of 583.27 feet to the place of beginning.

(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 given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated November 15, 1987, in the principal amount of Two Thousand Dollars (\$2,000.00) with interest as provided and with a final maturity date of November 1997.

Said principal and interest are payable as follows:

The principal sum of \$2,000.00 to be paid on or before November 1997, with interest at the rate of Seven (7%) percent per annum, payable annually.

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 interests 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 eight per centum (8%) 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.

STATE OF INDIANA/S.S. NO. FILED FOR RECORD IN LAKE COUNTY 1239 PM '87 JULIAN BLASTICK L.C. RECORDER

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- 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 15th day of November, 1987

Signature _____ Signature Andrew Kravets
 Printed _____ Printed ANDREW KRAVETS

Signature _____ Signature Stella Kravets
 Printed _____ Printed STELLA KRAVETS

STATE OF INDIANA }
COUNTY OF PORTER } ss:

Before me, a Notary Public in and for said County and State, personally appeared ANDREW KRAVETS AND STELLA KRAVETS

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 15th day of November, 1987

Signature Jeannine B. Burns
 Printed Jeannine B. Burns
 NOTARY PUBLIC

My commission expires 10/19/90

This instrument was prepared by G. Anthony Bertig
LAW OFFICES OF JAMES V. TSOUTSOURIS, attorney at law.

Return to Five Lincolnway, Valparaiso, IN 46383

Note: Use of this form constitutes practice of law and is limited to practicing lawyers.
Care should be taken as to whether or not Federal or State disclosures are applicable.

Form No. 9

PROMISSORY NOTE

\$ 2,000.00

Due Date: November 1997

On or before the 15th day of November, 1997, for value received, the undersigned (jointly and severally) promise(s) to pay to the order of STEPHEN MICHAELS AND MAXINE MICHAELS the sum of Two Thousand Dollars (\$ 2,000.00), at 5045 Marquette Road, Lake Station, Indiana 46405,

or at such other place as the holder hereof may direct in writing, with interest thereon at the rate of Seven Percent per centum (7 %) per annum from the date of this instrument until maturity, and Seven Percent per centum (7 %) per annum after maturity until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.

The maker(s) and indorser(s) severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and any extensions or renewals hereof, is secured by a Security Agreement dated November 15, 1987, and executed and delivered to the payee(s) hereof by _____, to which reference is made for other rights as to prepayment and acceleration. (If this is not a secured note, strike the foregoing paragraph.)

Signed and delivered at Valparaiso, Indiana,
this 1st day of December, 1987.

Signature: x Andrew Kravets Signature: x Stella Kravets

Printed: ANDREW KRAVETS Printed: STELLA KRAVETS

Address: 5085 Marquette Road Address: 5085 Marquette Road
Lake Station, IN 46405 Lake Station, IN 46405