

# 102904 REAL ESTATE MORTGAGE

This indenture witnesseth that Lawrence J. Herod and Eleanore C. Herod, husband and wife

of Munster, Lake County, Indiana, as MORTGAGOR,

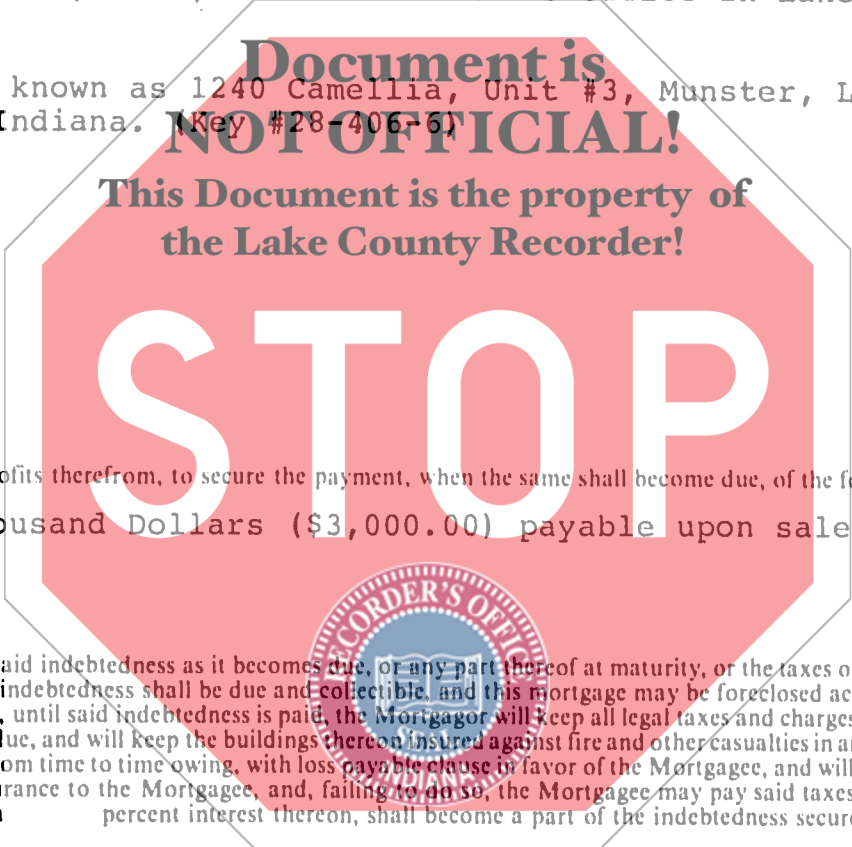
Mortgage and warrant to Janice Szarczyk

of Griffith, Lake County, Indiana, Indiana, as MORTGAGEE,

the following real estate in Lake County State of Indiana, to wit:

Apartment 3, in Camellia Condominiums Horizontal Property. Regime, as recorded in Document No. 493334 under date of September 29, 1978, in the Recorder's Office in Lake County, Indiana.

Commonly known as 1240 Camellia, Unit #3, Munster, Lake County, Indiana. (Key #28-406-6)



STATE OF INDIANA/SS.  
MAY 23 9 56 AM '90  
LAKELAND, INDIANA

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

Three Thousand Dollars (\$3,000.00) payable upon sale of property.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

### Additional Covenants:

State of Indiana, Lake County, ss: Dated this 23<sup>rd</sup> Day of May 1990

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of May 1990 personally appeared Lawrence J. Herod and Eleanore C. Herod

Lawrence J. Herod Seal  
Lawrence J. Herod

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Eleanore C. Herod Seal  
Eleanore C. Herod

My commission expires February 9 1994

Ellen Pilipow Signature  
ELLEN PILIPOW Printed Name

Resident of Lake County

This instrument prepared by Robert L. Taylor, John D. Breclaw & Associates Attorney at Law

MAIL TO: 735 W. Glen Park Ave. Griffith 46319

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

# PROMISSORY NOTE

Secured by Real Estate Mortgage

\$ 3,000.00

Griffith, Indiana,

May 23, 19 90

I promise to pay to the order of Janice Szafarczyk

the sum of Three Thousand Dollars (\$3000.00)

as follows: upon the sale of the following real estate, Apartment 3, in Camellia Condominiums Horizontal Property, Regime, as recorded in Document No. 493334 under date of September 29, 1978, in the Recorder's Office in Lake County, Indiana.

payable at Griffith, Indiana

With interest at the rate of 6 per cent per annum computed during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of 6 per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon; any and such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.

E. Leanne C. Herod

Lawrence J. Herod

This instrument prepared by JOHN D. BRECLAW & ASSOCIATES

Attorney at Law