138907 **Real Estate Mortgage**

This Indenture Witnesseth, That Robert E. Kolody & Rochelle Kolody, Husband & Wife of 223 St. Andrews Drive East, Schererville, Ind. 46375.

of Lake County, in the State of Indiana

Mortgage and Warrant to Edward J. Kolody & Sophie S. Kolody, Husband & Wife of 145 Carnousite Lane, Schererville, Ind. 46375

of Lake County, in the State of Indiana, the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

The ujit designated as Unit 223, Briar Creek Townhome Condominium, a Horizontal Property Regime, as shown in Declaration of Condominium recorded Aug. 11, 1983 as Document No. 720538 & exhibits thereto recorded as Document NO. 720539, said exhibits rerecorded Sept. 7, 1983 as Document No. 724230, and as amended by Amendment to Declaration of Condominium recorded Sept. 6, 1984 as Document Nos. 771380 and 771381, and as further amended by Amendment to By-Laws, recorded Dec. 11, 1985 as Document No. 832389, and as further amended by second Amendment to Declaration of Condominium recorded June 11, 1987 as Document No. 922362, and as further amended by Third Amendment to Declaration of Condominium recorded Aug. 20, 1987 as Document Nos. 934075 and 934076, and as further amended by Fourth Amendment to Declaration of Condominium recorded Nov. 18, 1987 as Document Nos. 950513 and 950514, in the office of the Recorder of Lake County, Indiana, together with an undivided percentage interest appertaining to such unit in the common areas and Facilities of Briar Creek Townhome Condominiums until such time as amendments to the Condominium Declaration are recorded, at which time the undivided interest in the common areas and Facilities shall be reduced as set out in the Amended Declaration, which Unit is commonly known as 223 St. Andrews Drive East, Schererville, Indiana 46375

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and the mortgagor expressly agree to pay the sums [illegible] above secured, without relief from valuation or appraisement laws; and upon failure to pay any [illegible] notes, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or [illegible] or insurance as hereinafter stipulated, then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed that until all of said notes are paid, said mortgagors will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as their interest may appear, and the policy duly assigned to the mortgagee, to the amount of ($72,000) Seventy Two Thousand Dollars, and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with Five per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagors have hereunto set their hands and seal this 12th day of December 1990

Robert E. Kolody (Seal) (Seal)

Rochelle Kolody (Seal) (Seal)

(Seal) (Seal)

ROBERT [illegible] RECORDER

DEC 11 11 56 AM '90

FILED FOR RECORD

STATE OF INDIANA, ... COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 13th day of December 1990, came Robert E Kolody AND ROCHELLE Kolody

..... and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires Jan 12, 1993

Elaine Marie McMahan Notary Public

ELAINE MARIE McMAHAN

This instrument prepared by: Edward J. Kolody

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