

MORTGAGE

The Mortgagor, James Luttell and Donierle Luttell, mortgages and warrants to Mae LaTulip and Ralph LaTulip, to secure the payment of \$95,000.00 with interest calculated at 8% a year and secured by a Mortgage Note to be repaid on or before February 1, 2011, the said mortgage being dated and duly signed, sealed and acknowledged by the grantor, shall be deemed and held to be good and sufficient mortgage to the grantee, his or her heirs, assigns, executors, and administrators, with warranty from the grantor and his or her legal representatives, of perfect title in the grantor, and against all previous encumbrances.

EXECUTION AND DELIVERY OF NOTE

The Borrower has executed and delivered to the Lender a Note ("Note") bearing the same date as this Mortgage, promising to pay the Lender the principal sum of \$95,000.00 in lawful money in the United States of America. The money was advanced by the Lender to the Borrower, with interest on the principal sum at the rate of 8% per year according to the terms and conditions specified in the Note, any unpaid balance provided for in the Note or this Mortgage being due and payable on or before February 1, 2011. The terms of the Note are incorporated into this Mortgage by this reference.



This Document is the property of the Lake County Recorder!

In consideration of this loan and as security repayment to the mortgagee of the principal, interest, any other sums provided for in the Note and Mortgage according to the terms and conditions contained in the Note and Mortgage, the borrower mortgages to the lender the real estate described as follows:

Lot 9, Foxwood Estates, Unit 1, Lake County, Indiana
Commonly known as 7511 Hawk Court, Merrillville, IN

together with the following:

- a. All buildings and improvements erected or to be erected on the property;
- b. All other rights, privileges, reversions, and remainders, and all rights of the borrower in the real estate;
- c. The replacements or proceeds from the sale of any of the above.

All of the above mentioned real estate, improvements, personal property, and other property and interests will be referred to in this instrument as the "Mortgaged Property".

PAYMENT AND PERFORMANCE

The Borrower will pay to the Lender, in accordance with the terms of the Note and this Mortgage, the principal, interest, and all other sums, and will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

STATE OF INDIANA, S.S. NO.
LAKE COUNTY, IN.
FILED 03:35:00
MAY 2 10 47 AM '11
ROBERT B. BOGGS
RECORDER AND
CLERK

9102091800 7/10/11
1000

INSURANCE:

The Borrower will keep the Mortgaged Property continuously insured, with extended coverage against loss or damage by fire.

TAXES AND OTHER CHARGES

The Borrower will pay all taxes, assessments, water, and sewer rents, and other charges or claims assessed, levied or filed against the Borrower, the Mortgaged Property, or the interest of the Lender in the Mortgaged Property, or that by law, may have priority over the indebtedness secured by this Mortgage. These expenses will be paid when due and payable and before interest and penalties accrue.

COMPLIANCE WITH LAW AND REGULATIONS

The Borrower will comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the Mortgaged Property.

If the Borrower fails to pay any installment of principal and interest or fails to perform any of the other agreements, conditions, or covenants in the Note or the Mortgage, files for the Lake County Recorder's bankruptcy action is filed and decree received, the entire unpaid balance of principal, accrued interest, and all other sums secured by this Mortgage will become immediately due and payable at the option of the Lender, on written notice to the Borrower.

When the entire indebtedness becomes due and payable, because of maturity or any event of default, the Lender may institute an action of mortgage foreclosure, or take any other action at law or in equity for enforcement of this Mortgage and realization of the mortgage security that the law may allow. The Lender may proceed to final judgment and execution for the entire unpaid balance of the principal debt with interest at the rates stipulated in the Note and all other sums due in accordance with the provisions of the Note and this Mortgage.

SATISFACTION OF MORTGAGE

If the Borrower pays the Lender the principal sum and all other sums secured by this mortgage in accordance with the provisions of the Note, then the Lender shall provide the Borrower with release of mortgage.

PARTIES BOUND

This Mortgage shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

JOINT AND SEVERAL LIABILITY

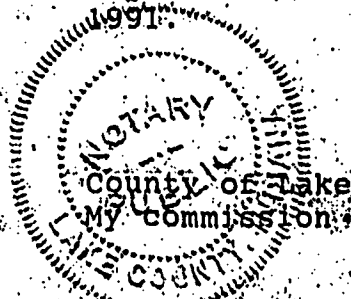
All agreements, covenants, and other provisions, affecting the Borrower will be joint and several, and will bind and affect all persons who are defined as "the Borrower" as fully as though all of them were specifically named wherever the word "Borrower" is used.

Executed on May 1, 1991, 1991 at Schererville, Indiana.

James Luttrell
James Luttrell

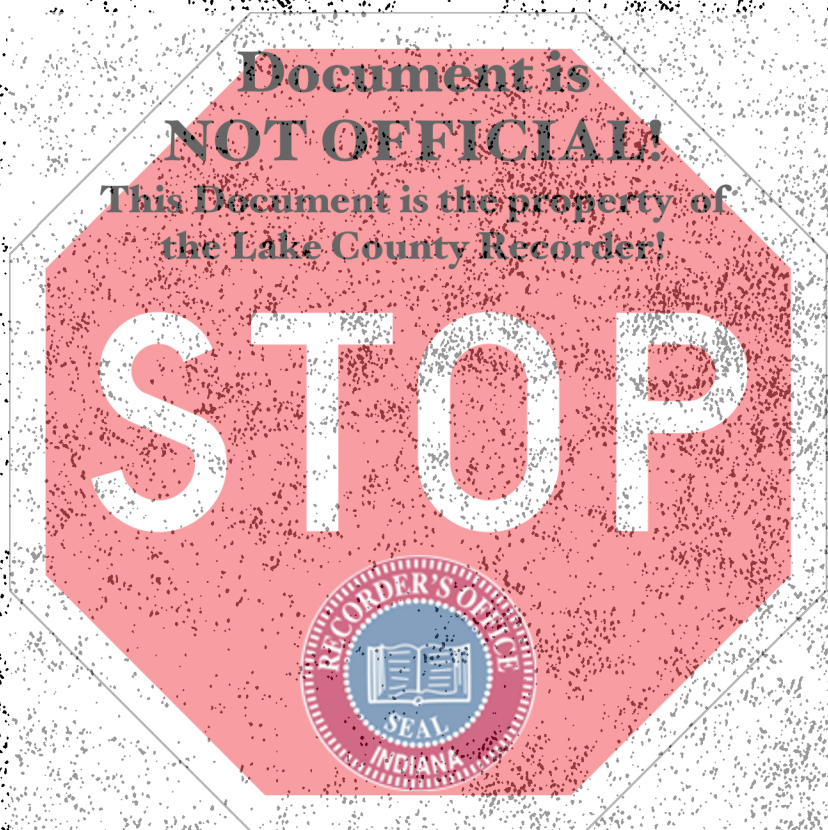
Donielle Luttrell
Donielle Luttrell

Signed and sworn to before me this 1st day of May, 1991.



Marilyn K. Repp
Notary Public Marilyn K. Repp

This instrument was prepared by Thomas J. Gryzbek, 1335 Capri Lane, Dyer, IN 46311.



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20% OFF ON RIDER
WEST NORTH CO. USA
PLEASE RETURN