

92010394

FEB 20 10 56 AM '92

STATE OF INDIANA
FILED

PURCHASE MONEY REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Steve Hütka

(the "Mortgagor") of Porter County, State of Indiana,

MORTGAGES AND WARRANTS to John Paul Haak

(the "Mortgagee") of Porter County, State of Indiana, the

following described real estate in Lake County, Indiana:

Lots 37 and 38, Block 11, Corrected Plat Oak Ridge Park Addition to Gary, as shown in Plat Book 32, Page 95, in Lake County, Indiana

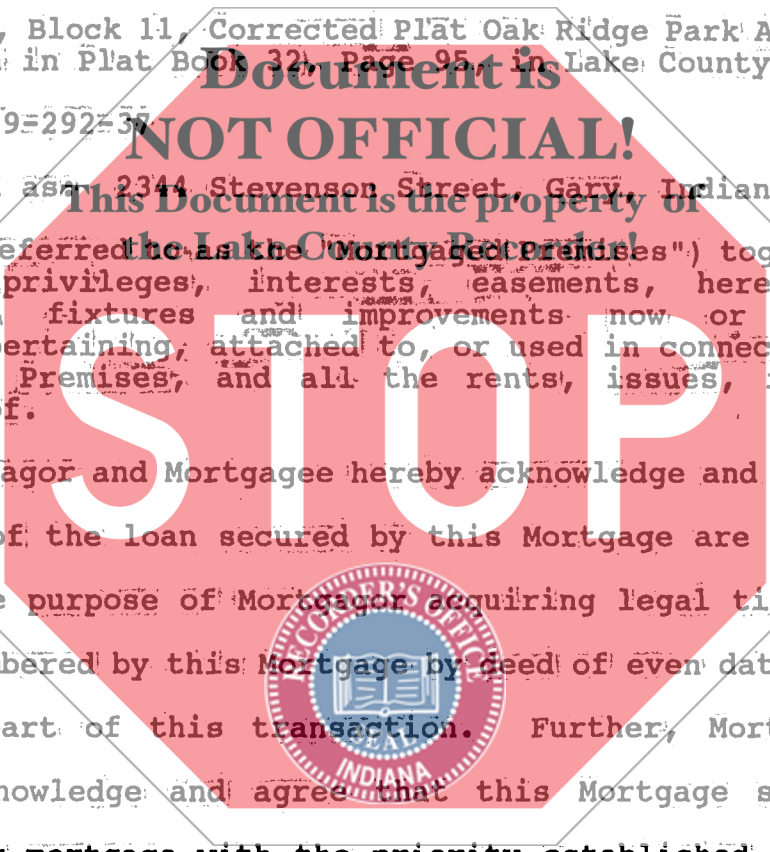
Key Number: 49-292-35

Commonly Known as 2344 Stevenson Street, Gary, Indiana 46406

(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.

The Mortgagor and Mortgagee hereby acknowledge and agree that the proceeds of the loan secured by this Mortgage are being used solely for the purpose of Mortgagor acquiring legal title to the property encumbered by this Mortgage by deed of even date herewith executed as part of this transaction. Further, Mortgagor and Mortgagee acknowledge and agree that this Mortgage shall be a purchase money mortgage with the priority established by Indiana Code Section 32-8-11-4.

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated January 1, 1992, in the principal amount of twenty five thousand dollars (\$25,000.00) with interest as therein provided and with a final maturity date of July 1, 1997.



18.00

Said principal and interest are payable as follows:

Seven hundred eighty dollars (\$780.00) to be paid on the first day of August 1992. Thereafter payment of principal and interest is to be made in fifty nine (59) monthly installments of one hundred and thirty dollars (\$130.00), the first installment beginning the first day of September 1992, and payable upon the first day of each month thereafter until and including the first day of July 1997. The balance of principal and interest then remaining unpaid in the amount of sixteen thousand five hundred and fifty dollars (\$16,550.00) shall be due and payable on the very same day July 1, 1997.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. **Mortgagor's Representation of Fee Simple Ownership.** Mortgagor represents and warrants to Mortgagee that he owns the fee simple title to said property subject only to specified encumbrances and encumbrances of record and has a full right to mortgage said property.

2. **Payment of Indebtness.** 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 attorney's fees.

3. **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

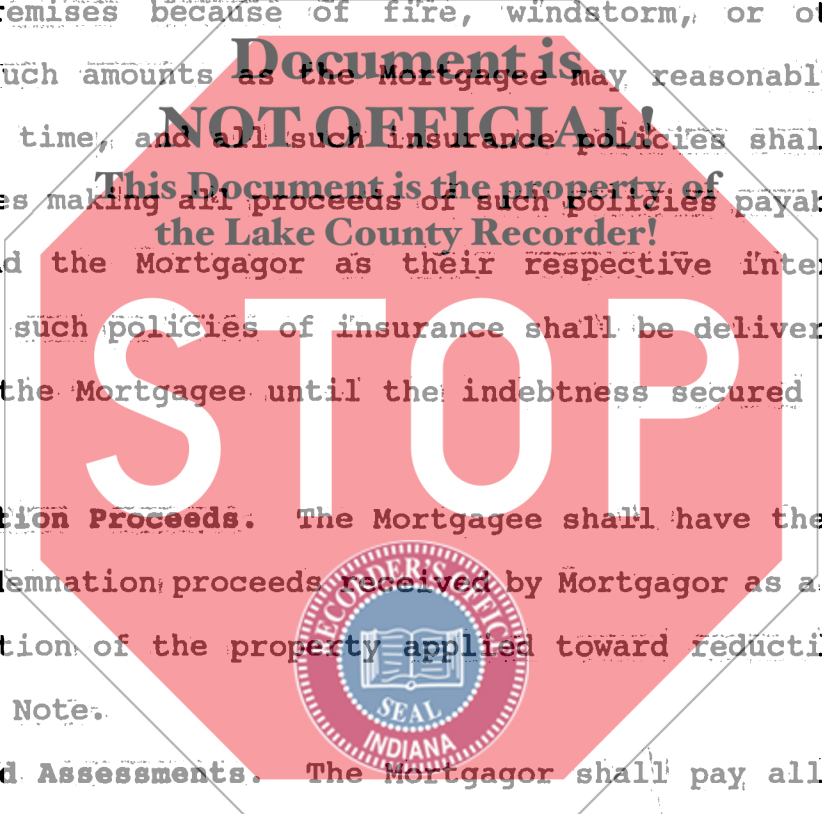
thereof from the Mortgagee.

4. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall produce 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.

5. **Condemnation Proceeds.** The Mortgagee shall have the right to have all condemnation proceeds received by Mortgagor as a result of any condemnation of the property applied toward reduction of the Mortgage and Note.

6. **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.

7. **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 twelve per centum (12%) 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.

8. **Due on sale.** In the event that Mortgagor transfers any interest in the property without the prior written consent of the Mortgagee, the Mortgagee shall have the right to declare all amounts due under the Mortgage and Note immediately payable.

9. **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 if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, including a trustee or receiver appointed in any bankruptcy action, 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. Additionally if the Mortgagor abandons the property after default the Mortgagee shall have the right to retake possession of the



property.

10. **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.

11. **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.

12. **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 the 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 1st day of January, 1992.

Signature: [Signature]

Printed: Steve Hutka, 4305 Kingsdale Drive, Valparaiso, In. 46383

STATE OF INDIANA)

COUNTY OF LAKE)

SS: **Document is NOT OFFICIAL!**

Before me, a Notary Public in and for said County and State, personally appeared: Steve Hutka County Recorder! who acknowledged the execution of this foregoing mortgage.

Witness my hand and Notarial Seal this 1st day of January, 1992.

Signature: [Signature]

Printed: [Signature]

Residing in Lake County, Indiana.

My commission expires: June 2, 1993

IN WITNESS WHEREOF, the Mortgagee sets his hand, this 1st day of January, 1992.

Signature: [Signature]

Printed: John Paul Haak, 7240 West 22nd Avenue, Box 3, Gary, Indiana 46402

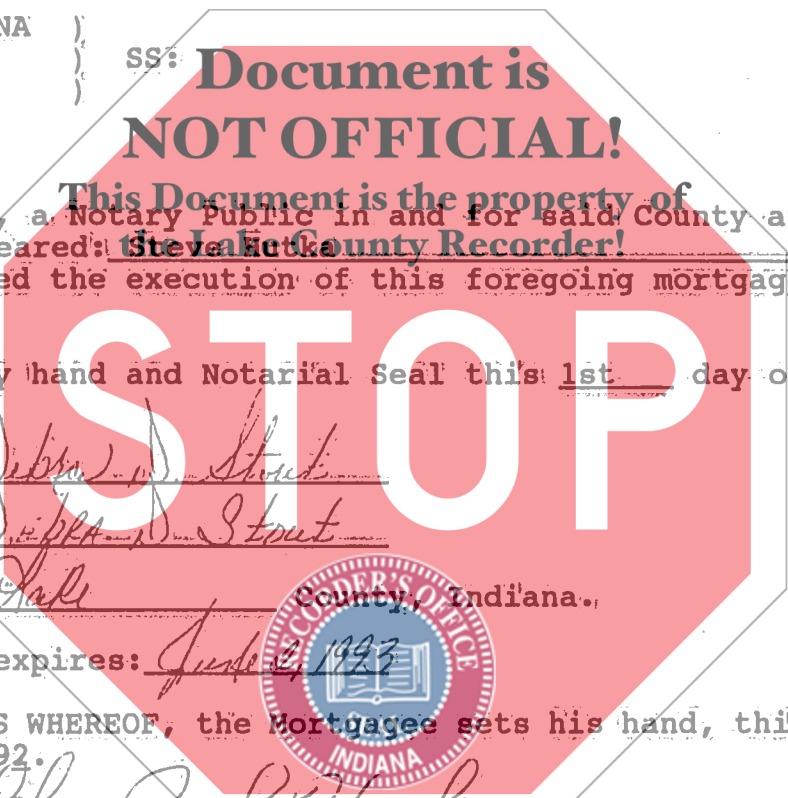
Before me, a Notary Public in and for said County and State, personally appeared: John Paul Haak who acknowledged execution of this foregoing mortgage.

Witness my hand and Notarial Seal this 1st day of January, 1992.

My Commission expires: June 2, 1993

Signature: [Signature]

Notary Public Resident of Lake County



This instrument was prepared by John Maksimovich, attorney at law,
313 East Ridge Road, Griffith, Indiana 46319.

