

209 Monticello
Dyer, Ind. 46211

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.

92034904

REAL ESTATE MORTGAGE

This indenture witnesseth that JAMES A. COURTRIGHT and MARLENE R. COURTRIGHT,
Husband and Wife

of Lake County, State of Indiana, as MORTGAGOR'S

Mortgage and warrant to James, James and Manning P.C., a professional
service Indiana corporation

of Lake County, State of Indiana, as MORTGAGEE

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

Lots 32, 33 and 34, in Block 3 in Manufacturer's Addition to Griffith, as per plat thereof, recorded in Plat Book 2, page 59, in the Office of the Recorder of Lake County, Indiana, more commonly known as 215 - 217 Broad Street, Griffith, Indiana 46319. Real Estate Tax Key 26-96-33.

Mortgagor's title and interest is by way of recorded Memorandum of Contract, dated September 26, 1989, and recorded October 10, 1989, as document No. 061995, wherein Mortgagors are known as Purchasers



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
JUN 2 9:09 AM '92
ROBERT GOSWAMI
RECORDER

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:
a written undertaking and obligation dated April 1992 by Mortgagors, in favor of Mortgagee. The written undertaking secures the payment of a services contract in a sum not to exceed \$50,000.00, plus interest and reasonable attorneys fees and costs in the event of Mortgagor's breach or default.

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: The default or breach of the Contract for Conditional Sale of Real Estate, wherein mortgagors are Purchasers shall be and constitute a default hereunder. Mortgagee may seek appointment of receiver upon default. Mortgagee is additionally secured by the rents, profits, avails and proceeds (including insurance) arising from the real estate, as evidenced by a separate Collateral Assignment of Leases and Rentals of even date herewith.

State of Indiana, Lake County, ss: Dated this 21st Day of May 19 92

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of May 19 92

personally appeared: James A. Courtright and Marlene R. Courtright, Husband & Wife and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires 9-23 19 92

Raquel Monterrubio
Signature
Raquel Monterrubio
Printed Name

Resident of Lake County

James A. Courtright Seal
James A. Courtright
Marlene R. Courtright Seal
Marlene R. Courtright
Seal

This instrument prepared by Kenneth A. Manning, Dyer, Indiana 46311 Attorney at Law

MAIL TO: