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# REAL ESTATE MORTGAGE

This indenture witnesseth that William A. Jaclack

of (Crown Point, Lake County, Indiana, as MORTGAGOR,

Mortgage and warrant to Dorothy L. Jaclack

of Gary, Lake County, Indiana, as MORTGAGEE,

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

Apartment A-7 in Building 1, Phase 1, in Four Seasons Lakeside Condominiums, a horizontal property regime, as created by 2nd amended declaration, recorded July 8, 1976 as Document No. 358499, as amended and supplemented by First, Second, Third and Fourth Amendments recorded respectively, recorded April 7, 1977, as Document No. 400888, recorded October 26, 1977, as Document No. 435747, and on April 7, 1978, as Document No. 461816, and recorded September 22, 1978, as Document No. 491993, and recorded December 23, 1981, as Document No. 654520, in the Recorder's Office of Lake County, Indiana, together with the undivided interest in the common elements appertaining thereto.

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder.

This Real Estate Mortgage is given to secure the payment of one Promissory Note bearing even date herewith for the sum of \$1,000.00 payable to the Mortgagee herein by the Mortgagor herein, with interest at 8 per cent per annum, payable 5 years from date, with Attorney fees without any relief from Valuation or Appraisement Laws.

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

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 10% percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

**Additional Covenants:**

STATE OF INDIANA / S.S.NO. LAKE COUNTY FILED FOR RECORD JAN 4 3 42 PM '93 SAMUEL ORRICH RECORDER

State of Indiana, Lake County, ss: Dated this 28 Day of January 19 93

Before me, the undersigned, a Notary Public in and for said County and State, this 28 day of January 19 93 personally appeared: William A. Jaclack

William A. Jaclack Seal  
William A. Jaclack

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 August 12 19 95

Dolores Crabb Signature  
Dolores Crabb Printed Name

Resident of Lake County

This instrument prepared by W.F. Martin, Attorney at Law, 1000 E. 80th Pl., Attorney at Law - Ste. 521 North, Merrillville, Indiana 46410.

MAIL TO:

# PROMISSORY NOTE

The undersigned promises to pay to the order of Dorothy L. Jaclack the sum of One Thousand and 00/100 Dollars (\$ 1,000.00 ), together with simple interest on the principal amount outstanding at the rate of eight percent (8 %) per annum until this Note is paid in full, except during any period of default the interest rate shall be ten percent (10 %) per annum.

Payment of this Note shall be made as follows (mark only one):

- On demand.
- On or before \_\_\_\_\_, at which time all principal and interest shall be paid in full.
- In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each; beginning \_\_\_\_\_, 199\_\_\_\_ and continuing on the same day of each month until \_\_\_\_\_, at which time all remaining principal and interest shall be paid in full. This Note has been amortized over a period of \_\_\_\_\_ years.
- In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each; beginning \_\_\_\_\_, 199\_\_\_\_, and continuing on the same day of each month until \_\_\_\_\_, at which time a final/balloon payment of \$ \_\_\_\_\_ shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of \_\_\_\_\_ years.
- Insert any other payment provisions here: payable five years from date

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If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection; then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

[Mark the appropriate provision(s)]:

- This Note is unsecured.
- To secure the payment of this Note, the undersigned has granted a security interest in personal property described in a Security Agreement dated \_\_\_\_\_.
- To secure the payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated: January 28, 1993

Additional Provisions:

Payment of this Note shall be made to the Holder at 2513 E. Lakeshore Drive, Crown Point Indiana 46307, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on January 28, 1993, at Merrillville, Indiana.

\_\_\_\_\_  
(Signature) William A. Jaclack  
\_\_\_\_\_  
(Name Printed or Typed) William A. Jaclack  
\_\_\_\_\_  
(Name Printed or Typed)