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**REAL ESTATE MORTGAGE**

**93053439**

**THIS INDENTURE WITNESSETH, That RONALD DAVIDSON and MARY DAVIDSON, husband and wife (collectively, the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to DANN, PECAR, NEWMAN, TALESNICK & KLEIMAN, P.C. (the "Mortgagee") of Marion County, State of Indiana, the following described real estate in Lake County, Indiana:**

**LOT 1, FAIRHAVEN 1ST ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 71, PAGE 10, IN LAKE COUNTY, INDIANA; Common Address: 8109 Greenwood Avenue, Munster, Indiana 46321**

Aug 16 4 27 PM '93  
SARAH J. COLLIER  
RECORDER

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
MARION COUNTY

(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.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated July 12, 1993, in the principal amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) with interest as therein provided and with a final maturity date of January 1, 1995.

**Document is NOT OFFICIAL!**

Said principal and interest are payable as follows:

**This Document is the property of The Lake County Recorder**

Seventeen (17) equal installments of One Thousand Dollars (\$1,000.00) payable on the first day of every month beginning August 1, 1993 and concluding on December 1, 1994 and one (1) final installment of Eight Hundred and Fifty Dollars (\$850.00) due on January 1, 1995.

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

- 1. Payment of Indebtedness.** 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 attorneys' fees.
- 2. 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.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure 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.
- 4. 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.

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5. **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.
6. **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, except if said trustee or receiver is 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.
7. **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.
8. **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.
9. **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 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 13<sup>TH</sup> day of JULY 1993.

Signature Ronald L. Davidson  
 Printed RONALD L. DAVIDSON

Signature Mary E. Davidson  
 Printed MARY E. DAVIDSON

Signature \_\_\_\_\_  
 Printed \_\_\_\_\_

Signature \_\_\_\_\_  
 Printed \_\_\_\_\_

STATE OF )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared Mary E. Davidson who acknowledged the execution of the foregoing mortgage.

Witness, my hand and Notarial Seal this 13<sup>th</sup> day of July,



Signature  
Printed

John R. Huss  
JOHN R. HUSS  
NOTARY PUBLIC

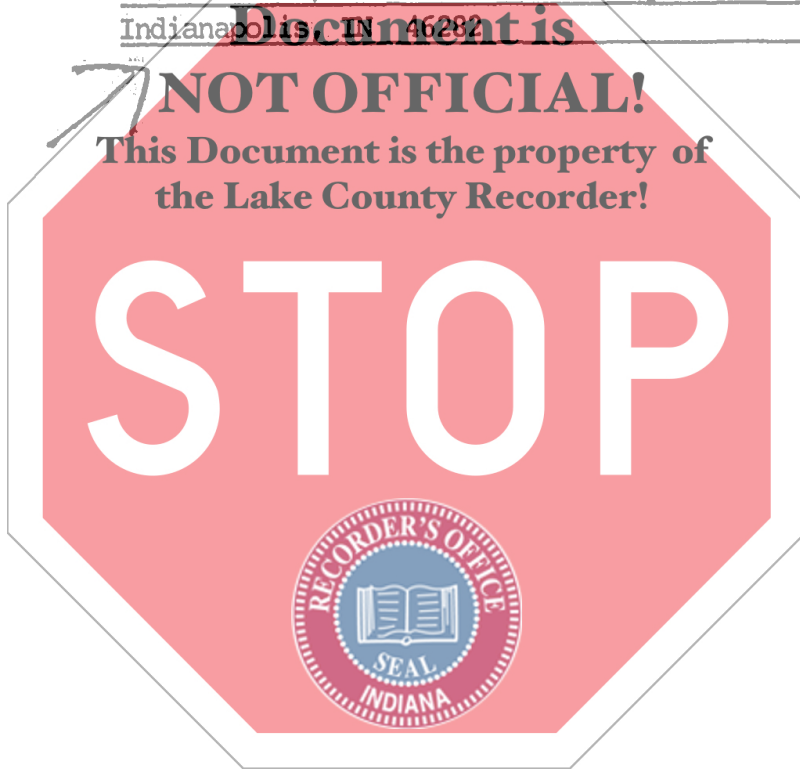
Residing in Hamilton County, Indiana

*My commission expires 4/28/94.*

This instrument was prepared by Joel Yonover, attorney at law.

Return to

Denn Pecor Newman Talesnick & Kleiner  
Joel Yonover, 2300 One American Square, Box 82008  
Indianapolis, IN 46282



STATE OF )  
 ) SS:  
COUNTY OF )

**KEN L. PETERS**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires December 30, 1996  
Resident Of Lake County, Indiana

Before me, a Notary Public in and for said County and State, personally appeared Ronald L. Davidson who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of July,

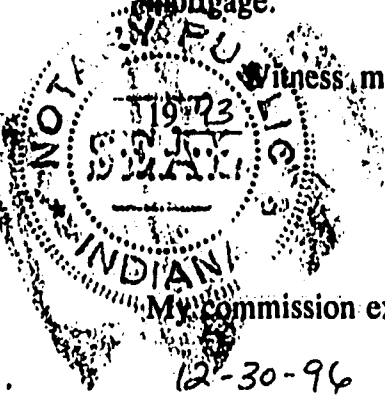
Signature  
Printed

Ken L. Peters  
Ken L. Peters

NOTARY PUBLIC

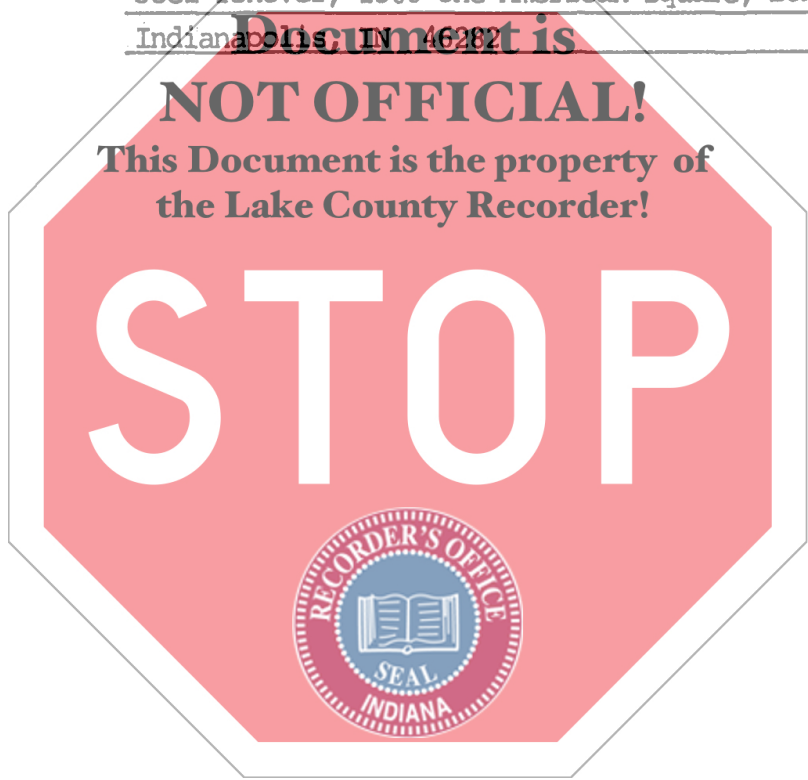
Residing in Lake County, Indiana

My commission expires  
12-30-96



This instrument was prepared by Joel Yonover, attorney at law.  
Ann Pecar Newman Talsnick + Kleiman

Return to Joel Yonover; 2300 One-American Square, Box 82008  
Indianapolis, IN 46282





**INSTALLMENT PROMISSORY NOTE**

\$17,850.00

Final Installment Due Date: January 1, 1995

For value received, the undersigned, jointly and severally, promise to pay to the order of Dann, Pecar, Newman, Talesnick & Kleiman, P.C. the sum of Seventeen Thousand Eight Hundred and Fifty Dollars (\$17,850.00), at 2300 One American Square, Box 82008, Indianapolis, Indiana 46282, or at such other place as the holder hereof may direct in writing, with interest upon the unpaid principal balance at the rate of zero percent (0%) per annum from the date of this instrument until maturity, and zero percent (0%) per annum after maturity until paid, with attorneys' fees and costs of collection and without relief from valuation and appraisal laws, payment of principal to be made as follows:

Seventeen (17) equal installments of One Thousand Dollars (\$1,000.00) payable on the first day of every month beginning August 1, 1993 and concluding on December 1, 1994 and one (1) final installment of Eight Hundred and Fifty Dollars (\$850.00) due on January 1, 1995.

This note may be prepaid in full or in part on any payment date.

In the event of default in payment of any of said installments when due, the entire unpaid balance of principal shall become due and payable immediately, without notice, at the election of the holder hereof.

The makers and indorsers jointly and severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and any extensions or renewals hereof, is secured by a Mortgage on real estate in Lake County, Indiana dated July 13, 1993, and executed in favor of and delivered to the payee hereof Dann, Pecar, Newman, Talesnick & Kleiman, P.C., to which reference is made for other rights as to prepayment and acceleration.

Signed and delivered at Indianapolis, Indiana, this 12<sup>th</sup> day of July, 1993.

Signature: Ronald L. Davidson

Signature: Mary E. Davidson

Printed: RONALD L. DAVIDSON

Printed: MARY E. DAVIDSON

Address: 1118 Muirfield Schererville

Address: 1118 Muirfield Schererville

INDIANA

IN. 46321

sharefile/forms/InstProm.bar

Signed Ken L. Peters

**KEN L. PETERS**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires December 30, 1996  
Resident Of Lake County, Indiana

