

77500 Ridge Rd Highland 46322

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.

SECOND

293084296 REAL ESTATE MORTGAGE

This indenture witnesseth that **LORRAINE J. BOGS**

of **Lake County, Indiana**, as **MORTGAGOR**

Mortgage and warrant to **CARL D. HARDESTY**

of **Lake County, Indiana**, Indiana, as **MORTGAGEE**

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

Lot 21 and the East 15 feet of Lot 20 in Block 3 in Davidson's Boulevard Addition to Whiting, Indiana, as per plat thereof, recorded in Plat Book 5, page 26, in the Office of the Recorder of Lake County, Indiana

Common Address: 1240 - 120th Street Whiting, Indiana

Tax Identification No. 29365217 This Document is the property of the Lake County Recorder!



STATE OF INDIANA / S.S. NO. LAKE COUNTY FILED FOR RECORD DEC 14 1 25 PM '93 S.A. RECORDER

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness Promissory Note dated November 3, 1993 in the amount of \$4,125.37

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

Additional Covenants:



State of Indiana, Lake County, ss: Dated this 3rd Day of November 19 93

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of November 19 93 personally appeared:

Lorraine J. Bogs Seal
Lorraine J. Bogs

LORRAINE J. BOGS and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal:

Seal

My commission expires April 13, 19 96

Seal

Cindi A. Nowacki Signature

Cindi A. Nowacki Printed Name

Seal

Resident of Lake County

This instrument prepared by Stephen M. Maish of MAISH & MYSLIWY, Attorney at Law

MAIL TO:

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PROMISSORY NOTE

Secured by Real Estate Mortgage

\$: 4,177.37

Hammond,

Indiana,

November 3, 1993

I promise to pay to the order of **CARL D. HARDESTY**

Document is

NOT OFFICIAL

the sum of **Four Thousand One Hundred Seventy Seven Dollars and Thirty-Seven Cents (\$4,177.37)**

as follows: **The sum of One Hundred Dollars and No Cents (\$100.00) shall be paid each month on or before the first day of each month with the first payment due on December 1, 1993, until all amounts are paid**

payable at **the residence of Carl D. Hardesty or such other location as he shall direct**

With interest at the rate of 6 per cent per annum computed monthly during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of 6 per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default; and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisal Laws, and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest; secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied to the unpaid principal of the debt until the same is paid in full. Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment; and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof, or reduce the payments thereon; any and such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

The drawers, sureties, guarantors and endorsers severally, waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.

This Promissory Note is secured by a Second Mortgage against the Real Estate that is commonly described as 1240 - 120th Street, Whiting, Indiana.

Lorraine J. Boggs
Lorraine J. Boggs

This instrument prepared by Stephen M. Maish of MAISH & MYSLIWY Attorney at Law
P.O. Box 685, 5248 Hohman Avenue, Suite 200
Hammond, Indiana 46320