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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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SAMUEL ONICH
RECORDER

MORTGAGE

This Mortgage is given on the 10 day of NOVEMBER, 1994. Mortgagor is THEODORE E. DOBROWOLSKI, ("Borrower"). This Security Instrument is given to ROBERT J. DOBROWOLSKI ("Lender"). Borrower owes Lender the principal sum of Five Thousand and 00/100 Dollars (\$5,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument, which provides for repayment of the debt, in full, on or before July 10, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage and warrant to Lender the following described property located in Lake County, Indiana, to-wit:

This Document is the property of
Lot Number Six (6), as marked and laid down on the recorded plat of Robert Bartlett's East Gary Small Farms, being a subdivision of the part of Section 18, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat Book 25, page 2, in the Office of the Recorder in said County.

Lot Number Seven (7), as marked and laid down on the recorded plat of Robert Bartlett's East Gary Small Farms, being a subdivision of the part of Section 18, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat Book 25, page 2, in the Office of the Recorder in said County.

Lots Numbered Thirteen (13), Fourteen (14) and Fifteen (15), as marked and laid down on the recorded plat of Robert Bartlett's East Gary Small Farms, being a subdivision of part of Section 18, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat Book 25, page 2, in the Office of the Recorder in said County.

Subject to: all taxes, restrictions, easements, and covenants of record.

Mailing Address: Theodore E. Dobrowolski, 500 East 23rd Court,
Lake Station, Indiana 46204. ↗

to secure the payment, when the same shall become due, of the following indebtedness of even date herewith: Five Thousand Dollars (\$5,000.00), with interest at the rate of 0.00% per annum until fully paid, and said rate shall continue to be paid until all delinquencies and defaults are removed, all without relief from valuation and Appraisalment Laws, and with attorney's fees; also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1300

1. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

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

3. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this Mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this Mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

4. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to the Mortgagee.

5. It is agreed that time is the essence of this agreement and that, in case of default in the payment of the Note when the same shall become due and payable, the holder of the Note and Mortgagee may, at its option, institute such proceedings as may be necessary to protect its interest. The lien of this Mortgage shall include all heating, plumbing and lighting or the fixtures now or hereafter attached to or used in connection with said premises.

6. In case of default in the payment as required under the terms of the Note and this Mortgage, and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of ten per cent (10%) per annum, shall become part of the debt secured by this Mortgage and collectible as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

7. In the event of such foreclosure the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

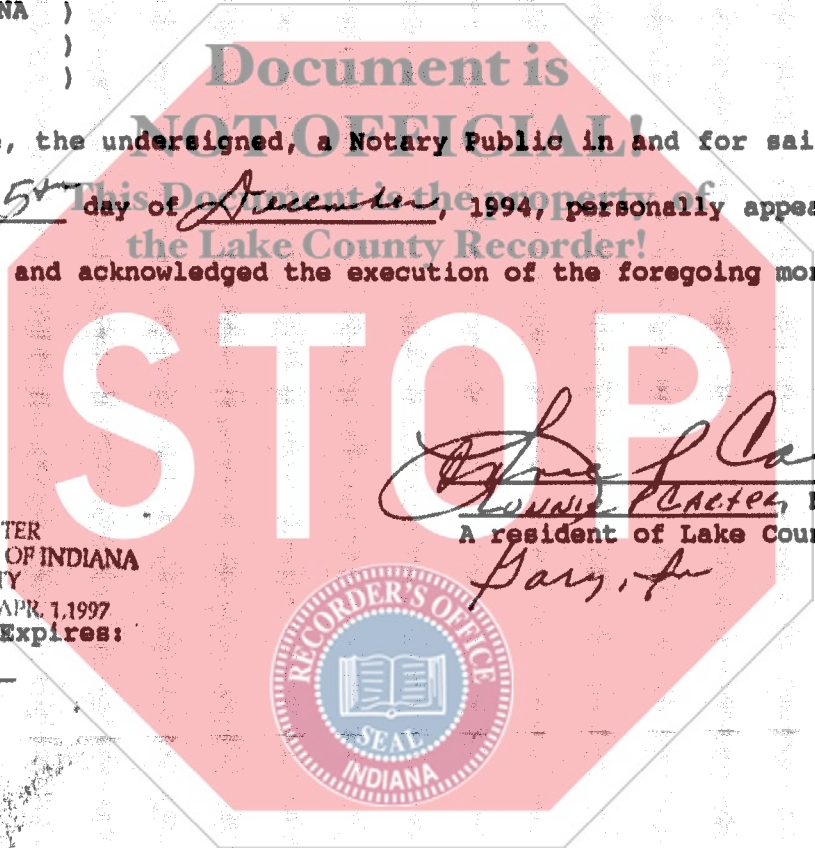
8. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

Dated this 15th day of December, 1994.

Theodore E. Dobrowolski
THEODORE E. DOBROWOLSKI

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of December, 1994, personally appeared Theodore E. Dobrowolski and acknowledged the execution of the foregoing mortgage.



LONNIE P CARTER
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPR. APR. 1, 1997
My Commission Expires:

Lonnie P. Carter
LONNIE P. CARTER, Notary Public
A resident of Lake County
Gary, IN



[Handwritten scribble]

This instrument prepared by: Attorney Gregory H. Hofer,
609 Michigan Avenue La Porte, Indiana 46350 (219) 326-8128