

5904 W. 117th Ave.  
C.P. 46307

96009666

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

96 FEB 13 AM 10:21

REAL ESTATE MORTGAGE

MARGARET H. ...  
RECORDER

THIS INDENTURE WITNESSETH: That RAYMOND B. BERG and LOIS ANN BERG, Husband and Wife, MORTGAGORS, Mortgage and warrant to THOMAS A. BERG, MORTGAGEE, the following-described real estate in Lake County, Indiana, to-wit:

Lot 8 in Oak Knoll Acres, as per Plat thereof, recorded in Plat Book 24, Page 56, in the Office of the Recorder of Lake County, Indiana,

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount given to MORTGAGEE payable as therein provided. The MORTGAGORS expressly agree that this Mortgage shall be and remain as security for the payment of said principal Promissory Note or Promissory Notes that hereafter may be given in extension or renewal of the same and for any and all other Promissory Notes, indebtedness and obligations of the undersigned for said Mortgage in accordance with the terms thereof. In the event of a proceeding to foreclose this Mortgage, MORTGAGORS agree to pay reasonable Attorney fees and all other expenses that are a part of such proceeding.

The MORTGAGORS further expressly agree to pay the sum of money above secured, without relief from Valuation or Appraisal Laws; and upon failure to pay said Promissory Note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said Promissory Note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further agreed that until said Promissory Note is paid, said MORTGAGORS will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the MORTGAGEE, as her interest may appear, and failing to do so, said MORTGAGEE may pay said taxes or insurance, and the amount so paid with Twelve (12) percent interest per annum thereon shall be a part of the debt secured by this Mortgage.

DATED this 22nd day of January, 1996.

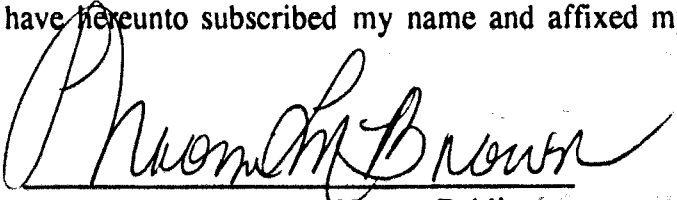
*Raymond B Berg*  
RAYMOND B. BERG

*Lois Ann Berg*  
LOIS ANN BERG

19.00  
5h  
CS

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of January, 1996, personally appeared RAYMOND B. BERG and LOIS ANN BERG, Husband and Wife, MORTGAGORS, and acknowledged the execution of the foregoing Real Estate Mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



\_\_\_\_\_  
, Notary Public  
Resident of LAKE County, IN

My Commission Expires: NAOMI M BROWN  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP OCT 22, 1997

This instrument prepared by JOHN M. O'DROBINAK, 5240 Fountain Drive, Suite J, Crown Point, Indiana 46307.

**PROMISSORY NOTE**

\$ 2,000.00

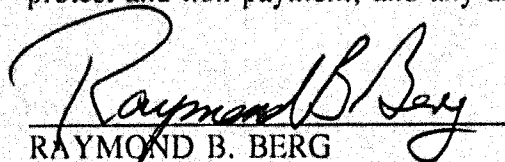
January 22, 1996

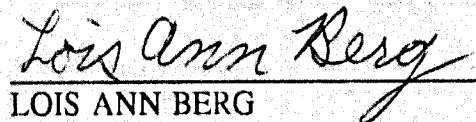
FOR VALUE RECEIVED, I, We or either of us, **RAYMOND B. BERG and LOIS ANN BERG**, jointly and severally, agree and promise to pay upon demand, to the order of **THOMAS A. BERG**, the sum of Two Thousand (\$2,000.00) Dollars, with interest on the unpaid principal balance at the rate of six (6%) percent per annum, from date, while there is no default hereunder, but with interest at the rate of eight (8%) percent per annum, during the period of any such default, all without relief from valuation or appraisal laws and with attorney's fees.

It is expressly stipulated that all parties now or hereafter liable hereon, agree to pay and be liable for attorney's fees and costs incurred by payee not only in the enforcement of the payment of this obligation in the way of principal, interest, taxes, etc., but also for all other costs incurred and/or legal services rendered in Court or outside thereof by payee's counsel, by reason of any other litigation or matter arising out of or in connection with this loan, the payment of which is hereby obligated and agreed to be secured by the mortgage of even date herewith, which costs and/or attorney's fees so incurred and paid, it is agreed shall be added to the principal debt and repaid upon demand, it being the intention of the parties to hold the payee harmless and not subject it to any expense and upon which consideration this loan is granted.

This Note is secured by a real estate mortgage of even date herewith. Default in the payment of any portion of any installment of principal or interest when due, or default in the performance of any of the covenants or conditions contained in the mortgage securing said indebtedness, shall, at the option of the holder hereof, render the entire unpaid principal and interest of this note immediately due and payable without notice or demand. Failure to exercise this option shall not constitute a waiver of the right to exercise same at any other time.

The makers, drawers, sureties, guarantors and endorsers of this Note, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note or any part without notice, and each hereby waives demand, presentment for payment, protest, notice of protest and non-payment, and any and all notice of whatever kind or nature.

  
RAYMOND B. BERG

  
LOIS ANN BERG

This instrument prepared by John M. O'Drobinak, 5240 Fountain Drive, Suite J, Crown Point, Indiana 46307.