

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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96031220

96 MAY 10 PM 3:18

RETURN TO: HARVEY CLELAND
RECORDED 7 100 N. GRIFFITH BOULEVARD
GRIFFITH, INDIANA 46319

REAL ESTATE MORTGAGE

This indenture witnesseth that **RONALD H. MYSLIWY and DOROTHY A. MYSLIWY, husband and wife**, of Lake County, Indiana, *as Mortgagor*, **MORTGAGE AND WARRANT TO HARVEY CLELAND and JANET CLELAND**, and to the survivor of them, of Lake County, Indiana, *as Mortgagee*, the following real estate in Lake County, State of Indiana, to-wit:

Lot 20 in Countryside Estates Phase V to the Town of Griffith, as per plat thereof, recorded in Plat Book 74, page 49, in the office of the Recorder of Lake County. **This Document is the property of**

commonly known as 501 Canterbury Court, Griffith, Indiana, and the rents and profits therefrom, to secure the payment, when the same shall become due, of the indebtedness evidenced by that certain Promissory Note dated May 10, 1996, in the principal amount of Twenty-nine Thousand One Hundred Seventy-four Dollars and Sixteen Cents (\$24,174.16), bearing interest at the rate of twelve percent (12%) per annum, maturing and becoming due and payable in full on November 1, 1996.

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, with all costs and attorneys' fees, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all 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 eighteen percent (18%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

Mortgagor hereby represent and warrant to Mortgagee that Mortgagor are the fee simple record title owners of the real estate described above. Mortgagor hereby represent and warrant to Mortgagee that this Mortgage is second and subordinate only to any existing first priority mortgage on the real estate described above, and that there are no intervening liens or other claims of record or otherwise, which would defeat the second priority status of this Mortgage. Mortgagor hereby covenant and agree to indemnify and to save and hold Mortgagee harmless, from and against any and all costs and expenses (including attorneys' fees), damages, and losses arising directly or indirectly out of the inaccuracy of the foregoing representations and warranties.

ck # 10527
1300
BB

Dated this 10th day of May, 1996.

Ronald H. Mysliwy
Ronald H. Mysliwy

Dorothy A. Mysliwy
Dorothy A. Mysliwy

STATE OF INDIANA
COUNTY OF LAKE

} SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of May, 1996, personally appeared RONALD H. MYSLIWY and DOROTHY A. MYSLIWY, and acknowledged the execution of the foregoing Mortgage.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Kathleen Rae McCoy
Notary Public

Printed Name: KATHLEEN RAE MCCOY

My Commission Expires:

August 26, 1998

County of Residence:

Lake



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

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Return to:
100 N. GRIFFITH BLVD
→ GRIFFITH IN 46319

PROMISSORY NOTE
Secured by Real Estate Mortgage

\$29,174.16

Griffith, Indiana

May 10, 1996

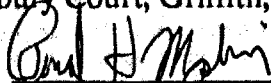
The undersigned, jointly and severally, promise to pay to the order of HARVEY CLELAND and JANET CLELAND, or to the survivor of them, the sum of Twenty-nine Thousand One Hundred Seventy-four Dollars and Sixteen Cents (\$29,174.16), on November 1, 1996, payable at 100 North Griffith Boulevard, Griffith, Indiana 46319., along with interest at the rate of twelve percent (12%) 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 eighteen percent (18%) per annum computed monthly 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 appraisement laws, and with attorney's fees. Failure on the part of any holder to collect 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.

Payments 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 on the unpaid principal of the debt until the same is paid in full.

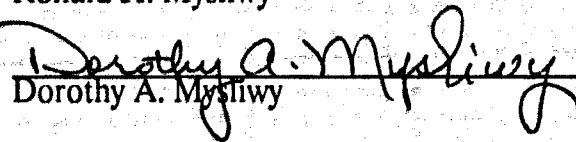
Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

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; and any 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. The obligations hereunder are secured by a second mortgage on the property commonly known as 501 Canterbury Court, Griffith, Indiana.



Ronald H. Mysliwy



Dorothy A. Mysliwy

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