

**REAL ESTATE MORTGAGE**

This indenture witnesseth that **GLIGUR GEORGIEUSKI AND BRENDA GEORGIEUSKI, HUSBAND AND WIFE**, of Lake County, Indiana, as Mortgagor, **MORTGAGE AND WARRANT TO JAMES J. DINGES CONSTRUCTION AND DEVELOPMENT, INC.**, an Indiana corporation, Lake County, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

Lot 51 in Burge Estates recorded in Plat Book 74, page 27, in the Office of the Recorder of Lake County, Indiana, and amended by a certificate of correction recorded August 31, 1993 as Document No. 9305700  
a/k/a 1546 Krame Drive, Crown Point, Indiana 46307

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

The sum of Twenty-three Thousand Dollars (\$23,000.00), payable on demand, with interest, pursuant to that certain Promissory Note of even date herewith.

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 a 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 twelve percent (12%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

Dated this 24<sup>th</sup> day of October, 1996.

[Signature]  
Gligur Georgieuski

[Signature]  
Brenda S. Georgieuski  
Brenda Georgieuski

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF LAKE )



I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GLIGUR GEORGIEUSKI AND BRENDA GEORGIEUSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of October, 1996.

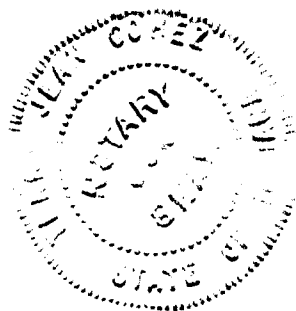
[Signature]  
Notary Public

Printed Name TERRI J. GOMEZ

My Commission Expires:

JUNE 23, 2000

TERRI JEAN GOMEZ  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. JUNE 23, 2000



County of Residence:

LAKE

This instrument prepared by James J. Dinges, President, James J. Dinges Construction and Development Inc.

200 Golf View  
Schererville, IN 46375

11.00 KS  
CHK 7084 \$200



96084374

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

96 DEC 23 PM 3:08

**PROMISSORY NOTE**

**Secured by Real Estate Mortgage**

**\$23,000.00**

**Schererville, Indiana**

October 24, 1996

I promise to pay to the order of **JAMES J. DINGES CONSTRUCTION AND DEVELOPMENT, INC., an Indiana corporation** the sum of Twenty Three Thousand Dollars (\$23,000.00), payable upon demand at 2301 South Cline Avenue, Schererville, Indiana 46375, with interest at the rate of 10 % per annum.

The above stated rate of interest shall apply 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 (10%) 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, all without relief from valuation and appraisal 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 this 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.

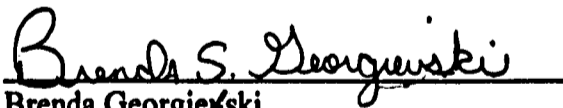
Upon default in the payment of any amount when the same become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or 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 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.

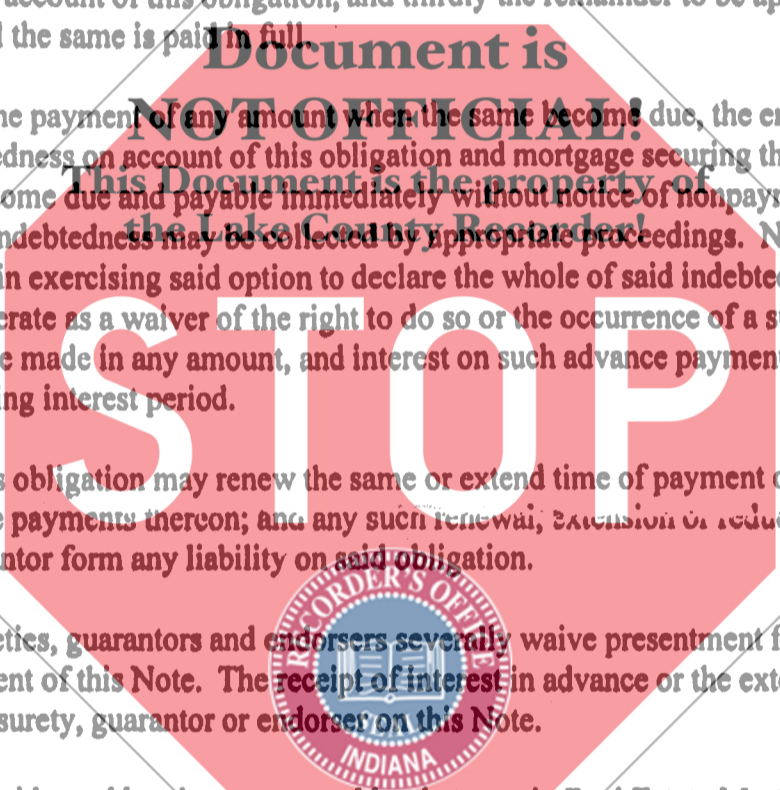
The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

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 evidenced hereby are secured by that certain Real Estate Mortgage of even date hereinafter, on the property commonly known as 1546 Krame Drive, Crown Point, Indiana.

  
Gligur Georgiewski

  
Brenda S. Georgiewski  
V BG



I, a Notary Public in and for said County, in the State of aforesaid, do hereby certify that GIGUR GEORGIEWSKI AND BRENDA GEORGIEVSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of October, 1996

TERRI JEAN GOMEZ  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES JUNE 25, 2000

  
NOTARY PUBLIC

PRINTED NAME TERRI J. GOMEZ



This instrument prepared by: James J. Dinges, President, James J. Dinges Construction and Development, Inc.