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STATE OF INDIANA  
LAKE COUNTY  
FILED

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MO. J. M. GAVNER  
RECORDER

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH, that Cecile V. Rozak (the "Mortgagor") of Lake County, State of Indiana, mortgages and warrants to Gregory R. Rozak (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Part of Lot 528 in Foxwood Estates Unit 8, an addition to the Town of Schererville, as per plat thereof, recorded in Plat book 76 Page 76, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Beginning at the Southeast corner of said Lot 528; thence Southwest along a curve concave to the Southeast having a radius of 413.69 feet and an arc distance of 34.41 feet to the point of beginning; thence continuing along said curve an arc distance of 35.51 feet to the Southwest corner of said Lot 528; thence North 15 degrees 09 minutes 22 seconds West along the West line of said Lot 528, a distance of 169.54 feet to the Northwest corner of said Lot 528; thence North 89 degrees 43 minutes 01 seconds East along the North line of said Lot 528, a distance of 49.58 feet; thence South 10 degrees 39 minutes 44 seconds East, a distance of 158.83 feet to the point of beginning, all in the Town of Schererville, Lake County, Indiana (Note: Key number 15-599-36)

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith, in the principal amount of one- thousand, and no/100 Dollars (\$1000.00), with interest and upon such terms as therein provided.

1. Default by Mortgagor; Remedies of Mortgagee. Time shall be of the essence of this agreement. If Mortgagor fails to pay any installment due on the Note, or any installment of taxes on the Mortgaged Premises, or assessment for a public improvement

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thereon, or any premium of insurance, as the same becomes due, and if such failure continues for a period of ten (10) days after the amount is due after written notice identifying this default is given to Mortgagor; or if Mortgagor fails to perform or observe any other condition or term of this agreement and such default continues for a period of fifteen (15) days after written notice identifying such default is given to Mortgagee, then Mortgagee may, at his option:

a. Foreclose upon the Mortgaged Premises, and remove Mortgagor therefrom, or those holding or claiming under her, without any demand to the extent permitted by applicable law.

b. Declare the entire unpaid balance due on Note immediately due and payable, and in such event, Mortgagee may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance due on the Note.

c. Exercise any other remedies available at law, or in equity.

If the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice.

All remedies of the Mortgagee shall be with attorneys fees and without relief from valuation and appraisal laws. Upon the institution of foreclosure, the Mortgagee may continue the abstract of title to the Mortgage Premises, or obtain other appropriate title evidence such as title insurance, and may add the cost thereof to the principal balance due.

2. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

3. Extensions; Reductions; Renewals: Continued Liability of Mortgagor. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the

Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction, or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. Mortgagor may not assign, sell, or alienate in any fashion the Mortgaged Premises without the written consent of the Mortgagee.

4. Indemnification and Release. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Mortgagor, Mortgagor shall indemnify and hold harmless Mortgagee from and against all damages, claims, and liabilities arising from or connected with Mortgagor's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. If Mortgagee shall without fault become a party to litigation commenced by or against Mortgagor, then Mortgagor shall indemnify and hold Mortgagee harmless, including attorneys fees, expenses of suit, and court costs. Mortgagor hereby releases Mortgagee from all liability for any accident, damage, or injury caused to persons or property on or about the Mortgaged Premises, notwithstanding whether such acts or omissions be active or passive.

5. Mortgagor's Responsibility for Accidents. Mortgagor hereby assumes all risk and responsibility for accident, injury, or damage to person or property arising from their use and control of the Mortgaged Premises and the improvements thereon. Mortgagor shall insure such risk by carrying liability insurance in amounts and with carriers satisfactory to the Mortgagee, insuring the Mortgagee's liability as well as the Mortgagor's.

6. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors, and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural, and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit, or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this  
9th day of April, 1997.

  
Cecile V. Rozak

