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(Lago Title Insurance Company)

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Woodrow W Colchouse
Mary & Colchause Thusband ; wife
(the "Mortgagor") of
AND WARRANT to MARY P Beckman
(the "Mortgagee") of Lake County, State of Frank, the following described
real estate in
Lot 1, PALMINA Subdivision, Black ONE, AS shown in
Plat Book 51, Page 64 18 Laket County , Indiant
Real Estate Key Number 6-285-1
Common Address 11684 Belmost PACE, Cedar Lake, IN
(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, 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") dated Apell 3, 1997, in the principal amount of
Ten Thousand Dollars (\$ 10,000,00) with interest as therein provided and with a
final maturity date of Masch 1, 2008
Said principal and interest are payable as follows:
Seventy Five Dollars per month due on the
1st of every month.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
- 2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- **4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
- 6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, 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, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. 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.
- 8. 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.
- 9. 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 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 execute	ed this mortgage, this <u>3 kd</u> day of <u>Apail</u>
19 97. Signature Woodson W Colclasuce	Signature They & Cole In succe.
Signature	Signature
Printed	Printed
STATE OF INDIANA)	
COUNTY OF Lake) SS: Docum	nent is
Before me, a Notary public in and for said County at	nd State, personally appeared Woodcow W
Colchance Many Lake Colc	the property of wife
who acknowledged the execution of the foregoing mortgage.	
Witness my hand and Notarial Seal this 3cd	Signature Markers B. Partcher
	Printed BARBARA B. BUTCHER
	NOTARY PUBLIC
80	
My commission expires JUNE 13, 2000	Residing in County, Indiana.
This instrument was prepared by Macy P. Be	ectman.
Return to Woodcow W Colchasure	
11684 Belmont Place	Cadre Lake IN 46303

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INSTALLMENT PROMISSORY NOTE

\$ 10000.00	Final Insta	illment Due Date:	Much 1, 2	008
			/	
For value received, the un	ndersigned (jointly a	and severally) prom	ise(s) to pay to th	ne order of
MARY P BRG	Knau		70 - 70 - 70 - 70 - 70 - 70 - 70 - 70 -	
		the	sum of Ten	Thousand
Dollars (\$_	10,000.00), at	910 Ridge	ROAD M	juster. IN
			her place as the holde	r nereot may
direct in writing, with interest up				
	percent (O %) per annum fro	om the date of this ins	trument until
maturity, and				
until paid, with attorneys' fees a	nd costs of collection	and without relief from	n valuation and apprai	sement laws,
payment of principal and interes	to de made as lenow.	Sevent	y-trive No	1/125
pec mouth due				
	NOT OF	FICIAL		•
Th	is Document	is the propert	y of	
	the Lake Cou	nty Recorder	.!	
This note may be prepaid in	full or in part on any i	nterest paying date.		
In the event of default in paym interest shall become due and pa				
	ALL KOL	K S OFFI		
The maker(s) and indorser(s notice of nonpayment or dishonor				•
note.				
No delay or omission on the waiver thereof, and no single or p further exercise thereof or of any	partial exercise by the h	older hereof of any rig		
This note, and any extens	ions or renewals her	reof, is secured by a	(Security Agreemen	t) (Mortgage
on real estate in hake	County, Indiana)	dated Apcil:	3st , 1997, and	d executed in
favor of and delivered to the payer				
to which reference is made for oth the foregoing paragraph).	er rights as to prepaym	ent and acceleration. (If this is not a secured r	note, strike for
Signed and delivered at	Ille 84 Belmo	nt Place	, this	3 s+ day
of April	., 19 <u>97</u> .			
1001h	Ill.	W.		
Signature:	0 (;	Signature:	1,011	
Printed: Woodrow W	Colchsure	Printed: WAS	7	
Address: 11684 Belm Cadac Lake,	20+ TN	Address:	11684 Belm Ceclar Lake,	
Copyright, 1981, by Indianapolis Bar Ass	· / (2 () · ~ ()			46303