

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARTER  
REAL ESTATE MORTGAGE

KEY 13-231-1

THIS INDENTURE made this 11<sup>th</sup> day of December, 1997  
WITNESSETH, that Brian Reed Gomez and Terri Jean Gomez (the "Mortgagors") of  
Lake County, State of Indiana, jointly and severally MORTGAGE AND WARRANT to  
Karen L. Gehling (the "Mortgagee") of Lake County, State of Indiana, the following  
described real estate in Lake County, Indiana:

Unit 3 in Building 3 in Stonebrook, a Horizontal Property Regime, in the  
Town of Schererville, as per Declaration recorded April 3, 1981 as  
Document No. 623621 and amended by instrument recorded June 11,  
1981 as Document No. 632246 and July 26, 1981 as Document No.  
637956 and amended by instrument recorded July 24, 1986 as Document  
No. 565935 and as indicated in the plat recorded July 24, 1986 in Plat  
Book 61 page 25, in the Office of the Recorder of Lake County, Indiana.  
Together with an undivided .86218 interest in the common areas and  
facilities appertaining to said unit as set out in said Declaration.

Except to much of the common areas and facilities lying within the South  
 $\frac{1}{2}$  of the following described tract: Part of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$   
of Section 15, Township 35 North, Range 9 West of the 2nd Principal  
Meridian, described as follows: Beginning at the Northeast corner thereof,  
thence South along said East line, 1078.86 feet: thence West 1,033 feet  
more or less to a point in the West line of said East  $\frac{1}{2}$  of the Southeast  
 $\frac{1}{4}$  which is 1,078.95 feet South, measured along said West line of  
Northwest corner of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ : thence North along  
said West line 1,078.95 feet to the Northwest corner of said East  $\frac{1}{2}$  of the  
Southeast  $\frac{1}{4}$ : thence East along said North line of said East  $\frac{1}{2}$  of the  
Southeast  $\frac{1}{4}$  1,326.3 feet, more or less, to the beginning in Lake County,  
Indiana.

Key 13-349-11

(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

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Mortgaged Premises, and all the rents, issues, income and profits thereof TO SECURE THE REPAYMENT OF the sum of Ten Thousand Dollars (\$10,000.00).

The full balance of the loan is payable upon the occurrence of either of the following events, whichever occurs first:

1. The sale or transfer of the property described previously herein, also known as 710 Knoxbury Drive, Unit #3, Schererville, Indiana. Said payment is to be made at the closing of said sale.
2. On December 31, 1999.

The Mortgagors covenant and agree with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagors shall pay when due all indebtedness secured by this mortgage, on the date and in the amounts, respectively, as provided in the mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.

2. **No Liens.** The Mortgagors shall not permit any lien of mechanics of 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. **Repairs of Mortgage Premises Insurance.** The Mortgagors shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagors 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 Mortgagors as their respective interests may appear. All such copies of 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 Mortgagors 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 eight per centum (8%) 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 to any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. **Default by Mortgagors; Remedies of Mortgagee.** Upon default by the Mortgagors or either of them in any payment provided for herein, in the first or any other mortgage encumbering the Mortgaged Premises, or in the performance of any covenant or agreement of the Mortgagors hereunder, or if the Mortgagors shall abandon the Mortgaged Premises, or if a trustee or receiver shall be 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 obtain appropriate title evidence, and add the cost thereof to the principle 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 Mortgagors are in default hereunder, and no failure of the Mortgagee to exercise any of her rights hereunder shall preclude the exercise thereof in the event of a subsequent enforce any one or more of her rights or remedies hereunder successively or concurrently.

8. **Extensions; Reductions; Renewals; Contained Liability of Mortgagors.** The Mortgagee at his option, may extend the time of 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 Mortgagors if the Mortgagors have 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 the personal liability of the Mortgagors to the Mortgagee.

9. **General Agreement of the 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 and apply to the plural and masculine form shall mean and apply to the feminine. All of the paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

This Mortgage is executed by Brian Reed Gomez and Terri Jean Gomez, and they hereby warrant that they possess full power and authority to execute this instrument.

IN WITNESS WHEREOF, Brian Reed Gomez and Terri Jean Gomez have caused these presents to be signed by themselves this 11<sup>th</sup> day of December, 199 7.

ATTEST:

Brian R. Gomez  
Brian Reed Gomez

Terri Jean Gomez  
Terri Jean Gomez

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Brian Reed Gomez and Terri Jean Gomez, who acknowledge the execution of the foregoing instrument as the free and voluntary act of each of them.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of December, 199 7.

My Commission Expires:  
County of Residence:

06-14-00  
Lake

Michael S. Vass  
Michael S. Vass, Notary Public