

REAL ESTATE MORTGAGE

This indenture witnesseth that

JOHN T. SPADAFORE

of CROWN POINT, INDIANA

, as MORTGAGOR ,

Mortgage and warrant to

ANTHONY J. SPADAFORE

of WHEELING, WEST VIRGINIA

, as MORTGAGEE ,

the following real estate in State of Indiana, to wit:

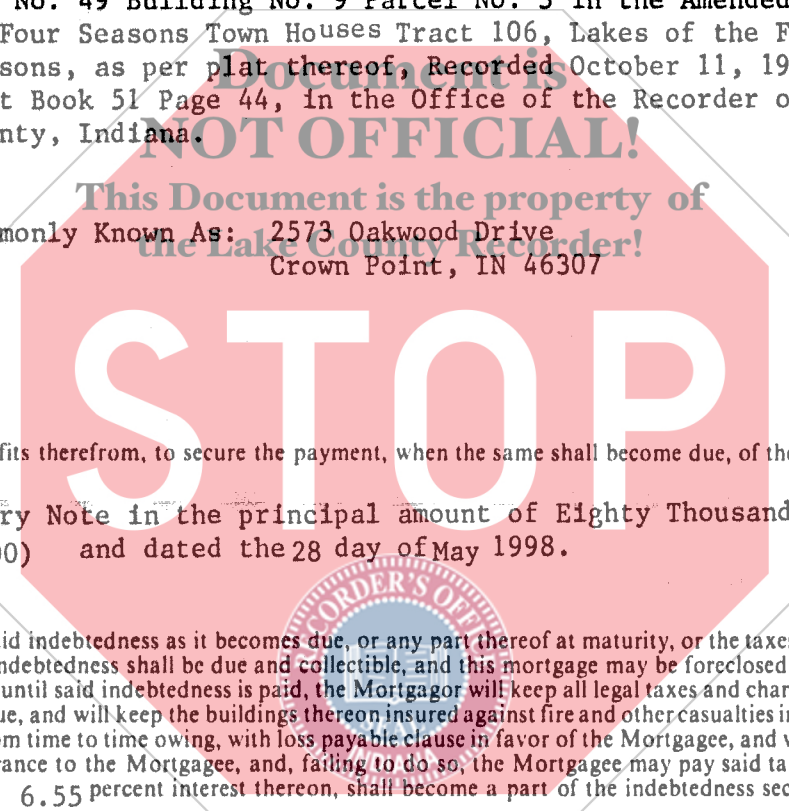
LAKE

County

875040548

Lot No. 49 Building No. 9 Parcel No. 3 in the Amended Plat of Four Seasons Town Houses Tract 106, Lakes of the Four Seasons, as per plat thereof, Recorded October 11, 1979 in Plat Book 51 Page 44, in the Office of the Recorder of Lake County, Indiana.

Commonly Known As: 2573 Oakwood Drive
Crown Point, IN 46307



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
98 JUN - 1 PM 11:00

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

A Promissory Note in the principal amount of Eighty Thousand Dollars (\$80,000.00) and dated the 28 day of May 1998.

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 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 6.55 percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:

State of Indiana, LAKE County, ss: Dated this 28 Day of May 19 98

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of May 19 98 personally appeared: JOHN T. SPADAFORE

John T. Spadafore Seal
JOHN T. SPADAFORE

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires 02-03-08

Laura L. Church Signature

Laura L. Church Printed Name

Resident of Lake County

This instrument prepared by Randy H. Wyllie 425 W. Lincoln Hwy. Schererville, IN 46375 Atty. # 17621-64 *Wyllie & Stebbins* Seal

MAIL TO:

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

PROMISSORY NOTE

The undersigned promises to pay to the order of ANTHONY J. SPADAFORE
the sum of EIGHTY THOUSAND Dollars
(\$80,000.00), together with simple interest on the principal amount outstanding at the rate of Five and 55/100 percent
(5.55%) per annum until this Note is paid in full, except during any period of default the interest rate shall be
~~Six and 55/100~~ percent (6.55%) per annum.

- Payment of this Note shall be made as follows (mark only one):
- On demand.
 - On or before _____, at which time all principal and interest shall be paid in full.
 - In _____ monthly installments of \$ _____ each, beginning _____, 199____ and continuing on the same day of each month until _____, at which time all remaining principal and interest shall be paid in full. This Note has been amortized over a period of _____ years.
 - In 60 monthly installments of \$ 625.00 each, beginning June 1, 1998, and continuing on the same day of each month until May 1, 2003, at which time a final/balloon payment of \$ 63,037.93 shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of 5 years.
 - Insert any other payment provisions here: _____

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

- [Mark the appropriate provision(s)]:
- This Note is unsecured.
 - To secure the payment of this Note, the undersigned has granted a security interest in personal property described in a Security Agreement dated _____.
 - To secure the payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated May 28, 1998.

Additional Provisions:

Payment of this Note shall be made to the Holder at 65 Stamm Circle, Wheeling, West Virginia 26003, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on May 28, 1998, at Schererville, Indiana.

(Signature) John T. Spadafore (Signature)

(Name Printed or Typed) JOHN T. SPADAFORE (Name Printed or Typed)

This instrument prepared by: Randy H. Wyllie, 425 W. Lincoln Hwy. Schererville, IN 46375 Attorney at Law
Atty # 17621-64 The Allen County Indiana Bar Association, Inc. (Printed Nov. 1991)