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SECOND

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH THAT RALPH V. OCHS  
of Porter County in the State of Indiana, as Mortgagor  
Mortgage and warrant to JERRY C. HARBER of Porter County,  
State of Indiana, as Mortgagee, the following Real Estate  
Lake County in the State of Indiana, to wit:

98088264

Part of the North 1/2 of the North 1/2 of the Southwest 1/4  
of Section 20, Township 36 North, Range 7 West of the 2nd  
Principal Meridian, Hobart Township, Lake County, Indiana,  
more particularly described as beginning at a point 318.2  
feet East of the intersection of the dedicated East line of  
Viking Village Subdivision as appears of record in Plat Book  
33 page 15, in the Office of the Recorder of Lake County,  
Indiana, with the North line of Trotman's First Subdivision  
to Hobart, as appears of record in Plat Book 23, page 509 in  
the Office of the Recorder of Lake County, Indiana, said  
point of intersection being the Southeast corner of said  
Viking Village Subdivision and in the centerline of 34th  
Avenue and is a point found by commencing at the Northwest  
corner of said North 1/2 of the North 1/2 of the Southwest  
1/4 of said Section 20; thence South 1 degree 18 minutes East  
on the West line of said Section 20, a distance of 659.97  
feet to the South line of said Viking Village Subdivision;  
thence East on said South line 974.52 feet to the point of  
beginning; thence East 97.00 feet; thence North 130.00 feet;  
thence West 97 feet; thence South 130 feet to the point of  
beginning, commonly known as 1540-1546 East 34th Avenue, Lake  
Station, Indiana,

and the rents and profits therefrom, to secure the payment,  
when the same shall become due, of the following  
indebtedness: This mortgage is given to secure an  
indebtedness of Eleven Thousand Dollars (\$11,000.00), payable  
at the rate of 8 1/2 per cent. interest per annum on the  
unpaid balance, with monthly payments of \$84.58 for 5 years,  
beginning on JANUARY 1, 1999, ~~1998~~. The mortgage amount  
is to be amortized over 30 years, with a balloon payment due  
five years from the date of this mortgage. The entire unpaid  
indebtedness shall be paid off within five (5) years of the  
date of this mortgage. Upon failure to pay said indebtedness  
as it becomes due, or any part thereof at maturity, or the  
taxes or insurance on the mortgaged property, 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

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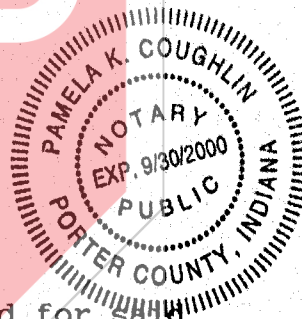
insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with 8 1/2 per cent. interest thereon, shall become a part of the indebtedness secured by this mortgage. This mortgage is evidenced by a note of even date herewith.

ADDITIONAL COVENANTS:

1. There shall be no prepayment penalty.
2. This mortgage shall become immediately due upon the sale of this property. Mortgagor shall pay all court costs and attorney fees incurred by mortgagee upon any default on this mortgage or the accompanying Note by mortgagor, whether or not suit is filed.
4. A late charge of \$25.00 shall be due if any monthly payment hereunder is paid after the 15th of the month in which it is due.
5. This mortgage is a second and junior mortgage to a mortgage executed by the mortgagor herein to Credit Union Mortgage Services.

Dated this 2nd day of November, 1998.

Ralph V. Ochs  
Ralph V. Ochs



STATE OF INDIANA, Porter County, ss:

Before me the undersigned, a Notary Public in and for said County and State, this 2nd day of November, 1998, personally appeared RALPH V. OCHS and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed by name and affixed by official seal. My commission expires: \_\_\_\_\_ .

Pamela K. Coughlin  
Notary Public

Resident of \_\_\_\_\_ County.

This instrument prepared by: Jeffrey V. Cefali, Attorney at Law, 17 Main Street, Hobart, IN 46342, (219)942-2920.

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