STATE OF INDIANT REAL ESTATE MORTGAGE AND COUNTY FILED FOR MECOND

THIS INDENT CREOM TNESSETH: That ZEMBARCPRESTAINO: MORTGAGOR, and warrants to LAWRENCE M. PRESTON, MORTGAGEE, following-described real estate in Lake County, Indiana, to-wit: W CARTER RECORDER

Lot Seven (7), Broadridge 3rd Addition, in the Town of Griffith, as shown in Plat Book 38, page 76, in Lake County, Indiana,

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith given to MORTGAGEE payable as therein provided. The MORTGAGOR expressly agrees that this Mortgage shall be and remain as security for the payment of the principal Promissory Note or Promissory Notes that hereafter may be given in extension or renewal of the same and for any and all other Promissory Notes, indebtedness and obligations of the undersigned to be paid in accordance with the terms thereof. In the event of a proceeding to foreclose this Mortgage, MORTGAGOR agrees to pay reasonable Attorney fees and all other expenses that are a part of such proceeding.

The MORTGAGOR further expressly agrees to pay the sum of money above secured, without relief from Valuation or Appraisement Laws; and upon failure to pay the Promissory Note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said Promissory Note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further agreed that until the Promissory Note is paid, the MORTGAGOR will keep all legal taxes and charges against the premises paid as they become due, and will keep the buildings thereon insured for the benefit of the MORTGAGEE, as his interest may appear, and failing to do so, the MORTGAGEE may pay said taxes or insurance, and the amount so paid, with six percent (6%) interest per annum thereon, shall be as part of the debt secured by this Mortgage.

Dated September , 1999.

024201

STATE OF INDIANA) SS: **COUNTY OF LAKE**

Before me, the undersigned, a Notary Public in and for said County and State, on September 20, 1999, personally appeared ZEMMA PRESON, MORTGAGOR, and acknowledged the execution of the foregoing Real Estate Mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

> Deborah L. Domka, Notary Public Resident of Lake County, IN

08-31-06

My Commission Expires: This Document is the property of the Lake County Recorder!

This instrument prepared by JOHN M. O'DROBINAK, 5240 Fountain Drive, Suite J. Crown Point, Indiana 46307.

