BANK CALUMET, NATIONAL ASSOCIATION 10322 Indianapolis Blvd.
Highland IN 46322

99085884

STATE: OF INDIANA LAKE COUNTY FILED FOR RECORD

99 OCT 19 AM 9: 50

**LOAN #18003** 

**MORTGAGE** 

MOREIS W. CARTER RECORDER

H199803494 LD

THIS INDENTURE, made this 1st Day of October, 1999, by and Larry Szarkowicz and Kim Szarkowicz, husband and wife, called "Mortgagor," or "Mortgagors," party of the first part, and BANK CALUMET, NATIONAL ASSOCIATION, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in consideration for and to secure the payment of the principal sum of TWO HUNDRED FORTY THOUSAND and 00/100 (\$240,000.00), as evidence by that certain mortgage note of even dated herewith in said principal amount, payable with interest and in such manner as set forth therein, all of said principal and interest payments being payable in legal tender of the United States of America at such place in the United States of America as the legal holder thereof from time to time direct, and all principle and interest payments being with attorney's fees and without relief from valuation and appraisement laws of Indiana, and bearing interest after maturity until paid at the highest rate for which it is now lawful to contract in Indiana, which mortgage note shall mature and be due and payable in full on or before the IST DAY OF OCTOBER, 2000 with the privilege of making extra payments at any time.

the Lake County Recorder!

NOW THEREFORE, the mortgagor(s), in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements hereinundertaken to be performed by the mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situated, lying and being in the COUNTY OF LAKE and STATE OF INDIANA known and described as follows, to-wit:

LOT 10 IN DEER PARK CIRCLE 2ND ADDITION, AND ADDITION TO LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83 PAGE 39, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

## A/K/A 11130 DEER PARK CIRCLE, ST JOHN INDIANA, 46373

Together with all singular the tenement, hereditaments, privileges and appurtenances thereunto and belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor (s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

- 1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisements laws.
- 2. That the mortgagor(s) will keep the building(s), fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

13.00 ct