

THIS FORM HAS BEEN APPROVED BY THE ALLEN COUNTY BAR ASSOCIATION, INC. FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99086275
SECOND MORTGAGE

99 OCT 20 AM 9:33

MORRIS W. CARTER
RECORDER

This indenture witnesseth that

Tamara Bird

of

Lake County, Indiana,

as MORTGAGOR,

Mortgage and warrant to

Eugene Bird

of

California,

as MORTGAGEE,

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

Lake

County

THE NORTH 200 FEET OF LOT 4 IN BLOCK 1 IN HOBART LAKEWOOD ADDITION TO THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

MORE COMMONLY KNOWN AS: **501 WEST 8TH STREET
HOBART, INDIANA 46342**

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

Per terms and conditions set out in a certain Promissory Note in the amount of \$9,375.00 dated the 19th day of August, 1999.

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

Additional Covenants:

This instrument is made and done as a result of the terms and conditions of a certain Property Settlement Agreement filed with the Lake Superior Court in the matter entitled "Marriage of Tamara & Eugene Bird" under Cause Number 45D04-9806-DR-00461 which is incorporated by reference.

State of Indiana,

County, ss:

Dated this 19th day of August, 1999

before me, the undersigned, a Notary Public in and for said County and State, this 19th day of August, 1999 personally appeared:
Tamara Bird

Tamara S Bird Seal

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 March 6, 1992000

Tamara Bird Seal

Betty Jean Gesiv
(Signature)

_____ Seal

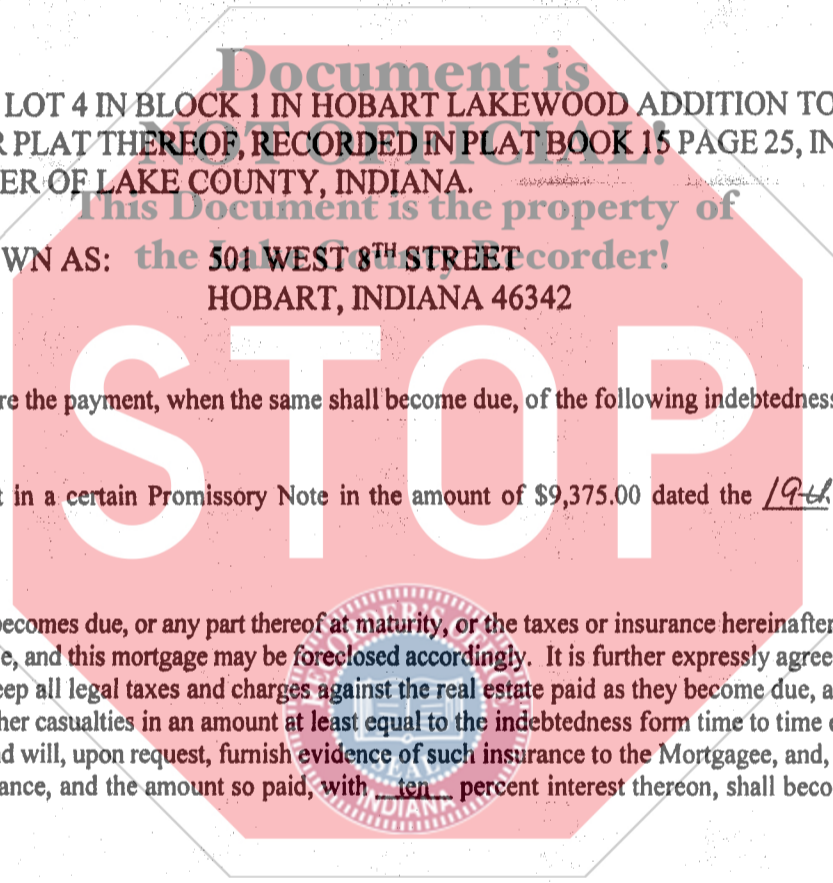
Betty Jean Gesiv
(Printed Name)

_____ Seal

Resident of LAKE CO County

Prepared by: George P. Galanos, Attorney at Law, One Professional Center, Suite 306, Crown Point, Indiana 46307, Telephone: 219.663.1938

MAIL TO: George P. Galanos, Attorney at Law, One Professional Center, Suite 306, Crown Point, Indiana 46307, Telephone: 219.663.1938



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PROMISSORY NOTE

The undersigned promises to pay to the order of Eugene Bird the sum of Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00), together with simple interest on the principle amount outstanding at the rate of n/a percent (n/a%) per annum until this Note is paid in full, except during any period of default the interest rate shall be ten percent (10%) 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 _____ monthly installments of \$ _____ each beginning _____, 199__ and continuing on the same day of each month until _____, at which time a final/balloon payment of \$ _____ 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 _____ years.
- Insert any other payment provision here: Per the terms and conditions of a certain Property Settlement Agreement filed with the Lake Superior Court in the matter entitled "Marriage of Tamara & Eugene Bird" under Cause Number 45D04-9806-DR-00461 which is incorporated by reference.

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 should be applied first to cost 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 representative. 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 secured.
- 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 the real estate described in a Second Mortgage dated _____.

Additional Provisions:

That said Note will be paid per the terms and conditions of a certain Property Settlement Agreement filed with the Lake Superior Court in the matter entitled "Marriage of Tamara & Eugene Bird" under Cause Number 45D04-9806-DR-00461 which is incorporated by reference.

Payment of this Note shall be made to the Holder at _____, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on August 19, 1999, at Portage, Indiana.

Tamara Bird
(Signature)

(Signature)

Tamara Bird
(Name typed or printed)

(Name typed or printed)