STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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REAL ESTATE MORTGAGEORRIS W. CARTER

THIS INDENTURE WITNESSETH THAT JOHN EDWIN FAITZ, as Mortgagor, of Lake County, Indiana, MORTGAGES AND WARRANTS TO JEROME D. FAITZ of Lake County, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

The North 3 acres of Lot 2 of 5 acre lots, excepting that part thereof lying Northerly of the Southerly right of way line of the Chesapeake & Ohio Railroad Company, formerly the Cincinnati, Richmond & Muncie Railroad; also part of Lot 8 of 26.20 acre lots, described as follows: Commencing at the Northeast corner of Lot 1 of 1 acre lots, thence West 8.25 feet, thence North and parallel with the West line of Lot 2, of 5 acre lots, a distance of 166.50 feet to the Southerly right of way line of the Chesapeake & Ohio Railroad, thence Southeasterly along said Railroad right of way to the West line of said Lot 2, thence South to the place of beginning; also the East Half of the East 1 rod of Lot 1 of 1 acre lots; all in Section 16, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana

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 \$ 18,600.00 , calling for the entire principal amount to be due and payable as follows:

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

Dated this 24th day of December , 1999

911.00

3134

STATE OF INDIANA, LAKE COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of December , 1999 , personally appeared JOHN EDWIN FAITZ, and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Notary Public-Donald R. O'Dell Residing in Lake County

My Commission Expires: This Document is the property of

This instrument prepared by: Donald R. O'Dell, Attorney at Law P.O. Box 128, Lowell, IN 46356

