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STATE OF INDIANA  
LAKE COUNTY  
FILED FEB 16 2002

**REAL ESTATE MORTGAGE**

**2000 010933**

2000 FEB 16 AM 10:47

This indenture witnesseth that VESKA BETTY SIRKO, of Lake County, Indiana, as MORTGAGOR, Mortgages and warrants to STEVE HEIDER, of Lake County, Illinois, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

[SEE ATTACHED EXHIBIT A]

which has the address of 612 West 94<sup>th</sup> Court, Crown Point, Indiana 46307, as well as the rents, profits and other income which may be derived therefrom, to secure the performance of this agreement and:

To secure the payment, when the same shall become due, of the provisions hereof and the payment of a certain promissory note ("Note") dated February 15, 2000, in the principal amount of Eighty Thousand and no/100 Dollars (\$80,000.00) with interest as therein provided and with a final maturity date of March 15, 2002.

Said principal and interest are payable as follows: Five Hundred Thirty-Two and 13/100 Dollars (\$532.13) per month for twenty-four (24) months with the remaining amount outstanding, due and payable in a balloon payment on March 15, 2002.

Mortgagor further covenants and agrees as follows:

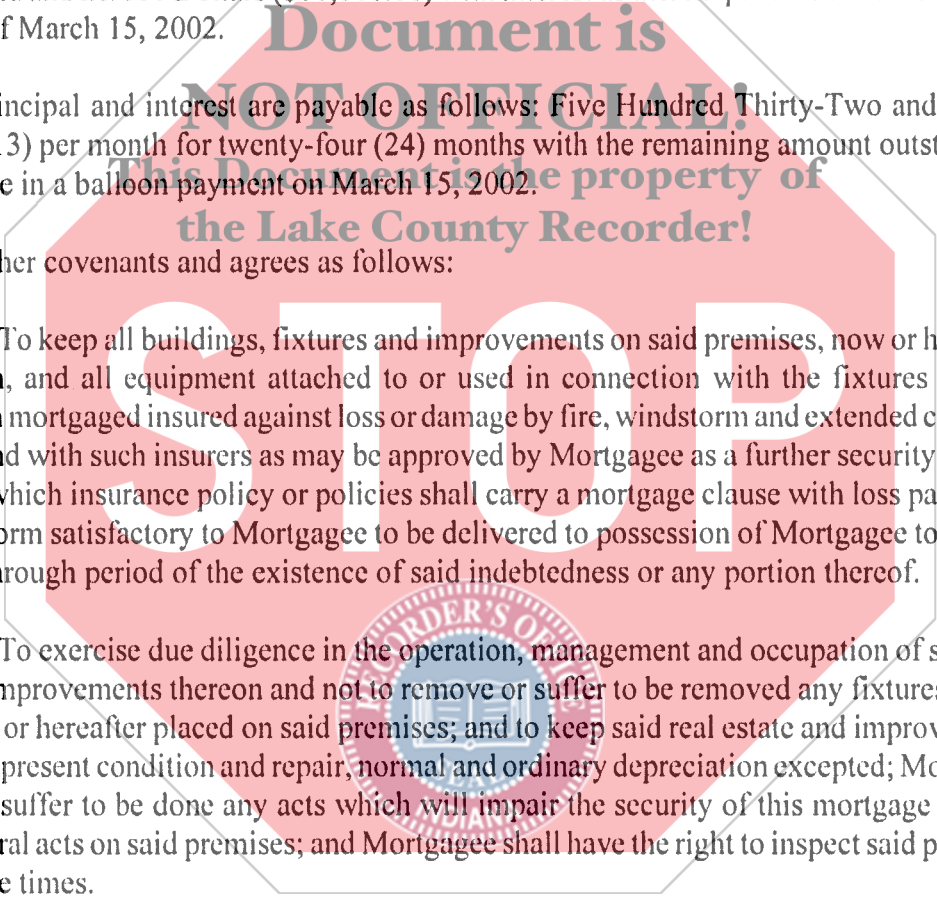
1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The parties hereto, for and on behalf of themselves and their successors in interest, agree that, should any agreement be hereafter entered into modifying, extending, or changing the terms of the mortgage and the underlying promissory note, including but not limited to increasing the amount of the indebtedness, modifying the interest rate, modifying the repayment terms, the rights of the parties to such agreement shall, pursuant to the terms thereof, be superior to the rights of the holder of any subordinate lien, the Mortgagor and any subsequent obligor shall continue to be liable to pay the indebtedness hereby secured and shall be liable on all covenants herein contained.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to prepare a title search the cost of which shall become part of the debt secured by this mortgage and collectable as



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HOLD FOR FIRST AMERICAN TITLE

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such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the title search shall be the absolute property of the Mortgagee.

6. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

7. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

8. Additional Covenants: None.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Mortgagor and recorded with it.

Dated this 15<sup>th</sup> day of February, 2000.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

MORTGAGOR:

Veska Betty Sirko  
VESKA BETTY SIRKO

STATE OF INDIANA )  
) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for the above County and State, personally appeared VESKA BETTY SIRKO and acknowledged the execution of the foregoing mortgage.

In witness whereof I have hereunto subscribed my name and affixed by official seal. Signed and sealed this 15 day of February, 2000.



Andrea A. Widlowski

Notary Public  
Printed Name: Andrea A Widlowski  
My Commission Expires: 9-17-2001  
County of Residence: Lake

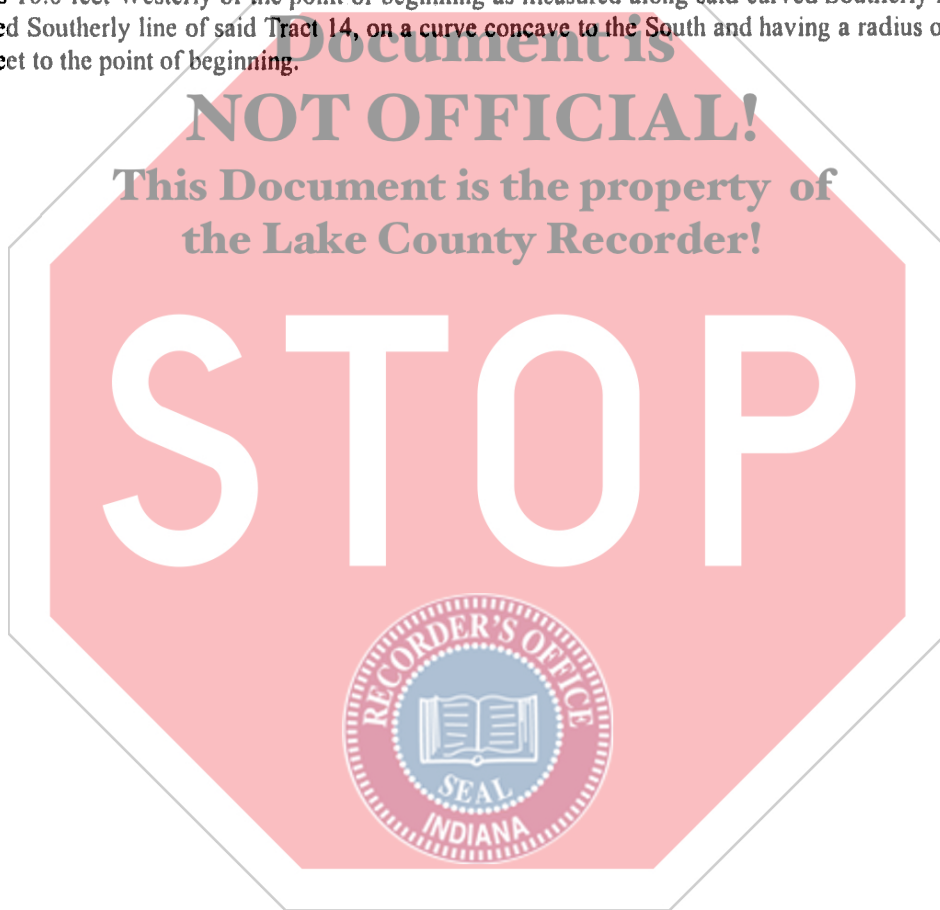
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File No.: F30971

**LEGAL DESCRIPTION:**

Parcel 1: Part of Tract 14, in Phase Two of Pebble Brooks, a Planned Unit Development in Crown Point, as per plat thereof recorded in Plat Book, 72, page 36, in the Office of the Recorder of Lake County, Indiana, and as amended by certificate of correction recorded March 8, 1993 as Document No. 93014924, described as follows: Commencing at the Northwest corner of said Tract 14; thence North 79 degrees 47 minutes 07 seconds East, along the North line of said Tract, 71.0 feet to the true point of beginning; thence continuing North 79 degrees 47 minutes 07 seconds East along said North line 45.0 feet to the Northeast corner of said Tract 14; thence South 10 degrees 12 minutes 53 seconds East, along the East line of said Tract, 77.62 feet to a point of deflection; thence South 35 degrees 19 minutes 01 seconds West, along the Southeasterly line of said Tract, 29.95 feet to the Southeast corner of said Tract 14; thence Westerly, along the curved Southerly line of said Tract 14, being a curve concave to the South and having a radius of 53.0 feet, an arc distance of 27.75 feet; thence North 10 degrees 12 minutes 53 seconds West, 84.66 feet to the point of beginning.

Parcel 2: Driveway Easement for Ingress and Egress, created in Deed recorded June 30, 1993 as Document No. 93042413, over and across the following described tract: Part of Tract 14, in Phase Two of Pebble Brooks, a Planned Unit Development in Crown Point, as per plat thereof recorded in Plat Book 72, page 36, in the Office of the Recorder of Lake County, Indiana, and as amended by certificate of correction recorded March 8, 1993 as Document No. 93014924, described as follows: Commencing at the Northwest corner of said Tract 14; thence North 79 degrees 47 minutes 07 seconds East, along the North line of said Tract, 71.0 feet; thence South 10 degrees 12 minutes 53 seconds East, parallel with the West line of said Tract, 84.66 feet to a point on the curved South line of said Tract 14, which point is the true point of beginning; thence North 10 degrees 12 minutes 53 seconds West, back along the last described line, 24.0 feet; thence South 79 degrees 47 minutes 07 seconds West, at right angles from said line, 4.0 feet; thence Southerly to a point on the curved Southerly line of said Tract 14 which is 10.0 feet Westerly of the point of beginning as measured along said curved Southerly line; thence Easterly, along the curved Southerly line of said Tract 14, on a curve concave to the South and having a radius of 53.0 feet, an arc distance of 10.0 feet to the point of beginning.



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