

REAL ESTATE MORTGAGE

This indenture witnesseth that Richard W. Shirley, as Mortgagor, mortgages and warrants to Von Tobel Lumber & Supply, Inc., as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

Lot 79 in Lincoln Gardens Third, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 35, page 33, in the Office of the Recorder of Lake County, IN. M

More commonly known as 3331 W. 77th Avenue, Merrillville, Indiana, 46410.

to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following indebtedness of the same date herewith: Promissory Note dated March 10, 2000, for Twenty Five Thousand Ninety and 61/100 Dollars (\$25,090.61).

B. Also securing any renewal or extension of such indebtedness;

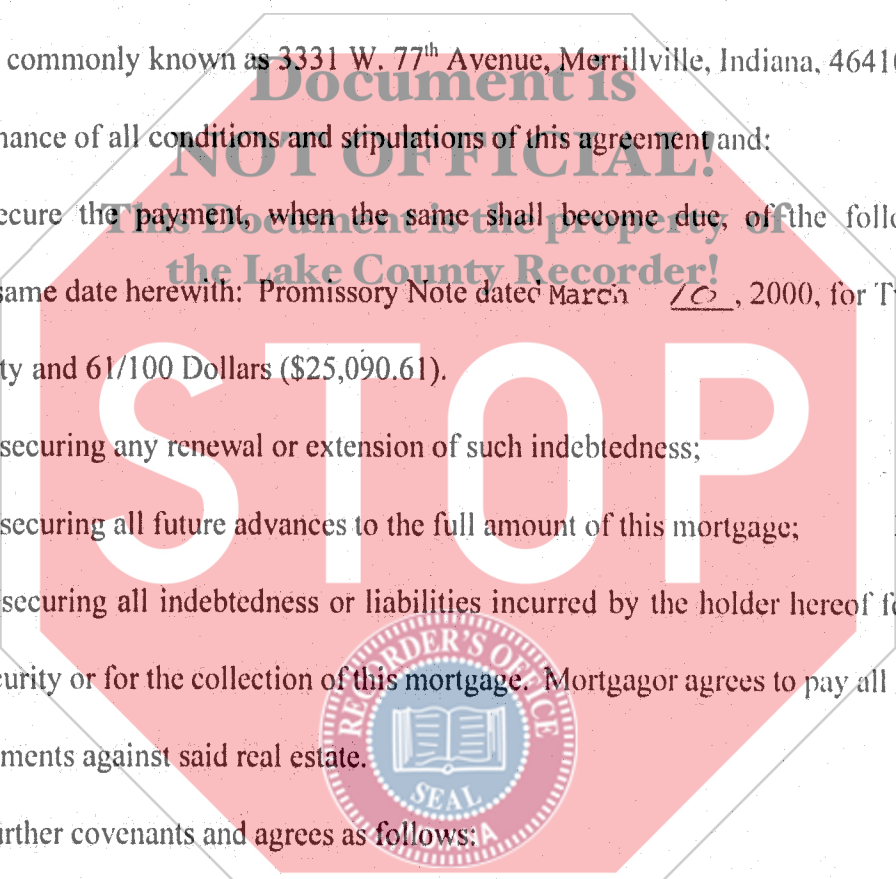
C. Also securing all future advances to the full amount of this mortgage;

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage. Mortgagor agrees to pay all taxes, insurance and assessments against said real estate.

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

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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. 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 holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

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 its 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.

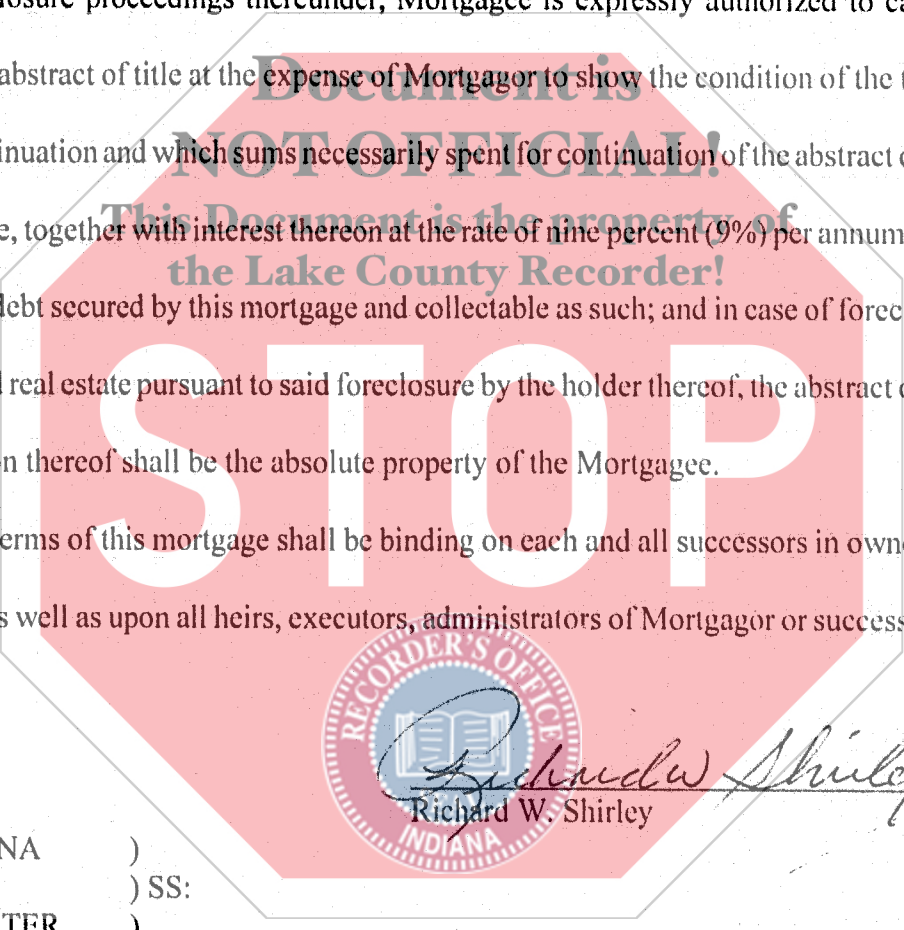
5. In case any party of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any

proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. In the event of a default, Mortgagee shall also be reimbursed for reasonable attorney fees and costs incurred.

7. In case of a delinquency of default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of nine percent (9%) per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. 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.



STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared Richard W. Shirley, and acknowledged the execution of this instrument this 10 day of March 2000.

[Signature]
Signature, Notary Public

My Commission Expires: 6/10/00
County of Residence: LAKE

Jewel F. Heddimen
Printed Name

This instrument prepared by: Phillip A. Norman, Esq., Costas & Norman, P.C., 2708 Calumet Avenue, Valparaiso, Indiana 46383 Telephone: (219) 462-5104