

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

2000 017584

AMENDED

2000 MAR 11 10:44

REAL ESTATE MORTGAGE

This indenture witnesseth that PAUL J. KUSS AND JOANNE M. KUSS, Husband and Wife, as Tenants by the Entireties

of Lake County, Indiana, as MORTGAGOR,

Mortgage and warrant to KAREN RICHEY

of Lake County, Indiana, as MORTGAGEE,

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

The North One-half of Lot Eighteen (18), Lot Seventeen (17) and the South one-half of Lot Sixteen (16), in Block No. Four (4), as marked and laid down on the recorded plat of South Park Subdivision, in the City of Hammond, Lake County, Indiana, as shown in Plat Book 11, page 18.

Commonly known and referred to as: 2435 Birch Avenue
Whiting, IN 46394

Tax Key # 007-26-36-0104-0021

This Real Estate Mortgage is to replace and correct a previous Real Estate Mortgage recorded on 2/2/2000,

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

The within Real Estate Mortgage secures a certain Promissory Note of even date herewith in the Principal sum of One Thousand Five Hundred Dollars (\$1,500.00), due and payable as therein provided.

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

Additional Covenants:

State of Indiana, Lake County, ss: Dated this 11th Day of MARCH 2000.

Before me, the undersigned, a Notary Public in and for said County and State, this 11 day of March 2000 personally appeared: Paul J. Kuss and Joanne M. Kuss

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 11/27 2007

Suzanne Goldsmith
Signature
Suzanne Goldsmith
Printed Name

Resident of Lake County

Paul J. Kuss Seal
PAUL J. KUSS

Joanne M. Kuss Seal
JOANNE M. KUSS

Seal

Seal

This instrument prepared by S. Goldsmith Attorney at Law

MAIL TO: DANKO, GOLDSMITH & RITZI, 1500--119th St., P.O.Box 510, Whiting, IN 46394