

2000-0212 47  
2000 MORTGAGE

STATE OF INDIANA  
2000

The mortgagor, Lanny Gunter makes this mortgage to the mortgagee, L & L Investment, on the 20th day of March, 2000.

To secure the following:

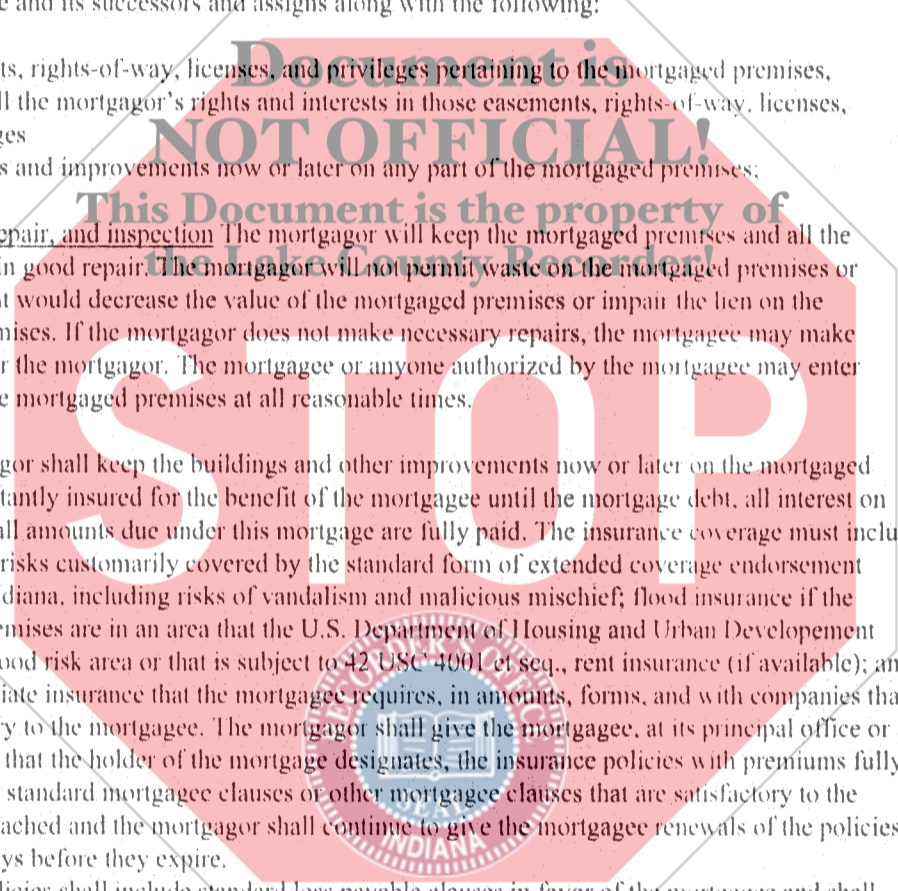
1. payment of the principal of \$ 70,000, payable in installments, the last of which is due 2 months from the date of this agreement, in accordance with the terms of a promissory note issued by the mortgagor on this date.
2. the performance of the obligations under this mortgage and the payment of the mortgagee's expenses for the performance of the obligations;
3. the mortgage debt and the mortgagor's obligations under any other loan documents associated with this mortgage or the note;

the mortgagor mortgages and warrants to the mortgagee and its successors and assigns the property in Lake county, Indiana, described as:

Lots 26 & 27 in Block 2 in Matthais Addition To Liverpool Heights as per plat Thereof recorded in Plat Book 3 Page 59, in the office of the Recorder of Lake County, Indiana

to the mortgagee and its successors and assigns along with the following:

- a. all easements, rights-of-way, licenses, and privileges pertaining to the mortgaged premises, including all the mortgagor's rights and interests in those easements, rights-of-way, licenses, and privileges
- b. all buildings and improvements now or later on any part of the mortgaged premises;
3. Maintenance, repair, and inspection The mortgagor will keep the mortgaged premises and all the improvements in good repair. The mortgagor will not permit waste on the mortgaged premises or do anything that would decrease the value of the mortgaged premises or impair the lien on the mortgaged premises. If the mortgagor does not make necessary repairs, the mortgagee may make such repairs for the mortgagor. The mortgagee or anyone authorized by the mortgagee may enter and inspect the mortgaged premises at all reasonable times.
4. Insurance
  - a. The mortgagor shall keep the buildings and other improvements now or later on the mortgaged premises constantly insured for the benefit of the mortgagee until the mortgage debt, all interest on the debt, and all amounts due under this mortgage are fully paid. The insurance coverage must include fire and other risks customarily covered by the standard form of extended coverage endorsement available in Indiana, including risks of vandalism and malicious mischief; flood insurance if the mortgaged premises are in an area that the U.S. Department of Housing and Urban Development considers a flood risk area or that is subject to 42 USC 4001 et seq., rent insurance (if available); and other appropriate insurance that the mortgagee requires, in amounts, forms, and with companies that are satisfactory to the mortgagee. The mortgagor shall give the mortgagee, at its principal office or at another place that the holder of the mortgage designates, the insurance policies with premiums fully paid and with standard mortgagee clauses or other mortgagee clauses that are satisfactory to the mortgagee attached and the mortgagor shall continue to give the mortgagee renewals of the policies at least 15 days before they expire.
  - b. All such policies shall include standard loss payable clauses in favor of the mortgagee and shall provide that the policy may not be canceled without 30 days written notice to the mortgagee.
  - c. If the mortgagor fails to insure the premises, fails to pay the premiums, or fails to give the policies or renewals to the mortgagee, the mortgagee may obtain or renew the insurance and pay the premiums for the mortgagor.
  - d. In the event of loss or damage, the proceeds of the insurance shall be paid only to the mortgagee. No such loss or damage shall reduce the mortgage debt. The mortgagee is authorized to adjust any loss without consent from the mortgagor, to receive payments for losses in the name of the mortgagee and the



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mortgagor, and to endorse the mortgagor's name on any check in payment for losses. The mortgagee may apply such proceeds first to its expenses for collecting the proceeds and then to the mortgage debt or to repair or rebuild the mortgaged premises. No application of proceeds to the mortgage debt shall reduce the amount of the installment payments under the note.

5. Waste. The failure of the mortgagor to pay taxes or assessments assessed against the mortgaged premises or insurance premiums for a policy covering the mortgaged premises shall be waste. The mortgagor consents to the appointment of a receiver if the mortgagee seeks relief under the statute.
6. Defaults. The following events are defaults under this mortgage that entitle the mortgagee to exercise its remedies under this mortgage and the other loan documents and remedies provided by law;
  - a. The mortgagor defaults on payments for principal or interest of the mortgage debt.
  - b. The mortgagor defaults on its obligations under this mortgage.
  - c. The mortgagor makes any materially false warranty in this mortgage or any of the loan documents.
  - d. The mortgagor defaults on its obligations under any other loan documents and does not cure the default within the grace period.
  - e. Bankruptcy or similar proceedings are instituted by or against the mortgagor, or receiver or a trustee is appointed for the mortgagor or for any part of the mortgaged premises.
7. Remedies on default. If a default occurs under this mortgage, the mortgagee may, in addition to its other rights and remedies under this mortgage or any other loan documents or provided by law, take any of the following actions;
  - a. The mortgagee may declare the unpaid balance of the mortgage debt, accrued and unpaid interest and all charges that the mortgagor must pay to the mortgagee under the loan documents immediately due and, at the mortgagee's option,
    - (1) file a suit for those amounts,
    - (2) file a suit for any delinquent payment of the mortgage debt, or
    - (3) take any steps and institute any other proceedings that the mortgagee thinks are necessary to enforce payment of the mortgage debt and performance of the other obligations under this mortgage and to protect the lien of this mortgage.
  - b. The mortgagee may commence foreclosure proceedings against the mortgaged premises through judicial proceedings or by advertisement, at the option of the mortgagee; sell the mortgaged premises or cause them to be sold at a public sale; and convey the mortgaged premises to the purchaser, in accordance with Indiana statutes, in a single parcel or in several parcels at the option of the mortgagee. The mortgagee may apply the proceeds, in this order, to
    - (1) the expenses for collecting the mortgage debt and for foreclosing on the mortgage, including reasonable attorney fees as permitted by law;
    - (2) the mortgagee's direct or indirect expenses for complying with the note for the mortgage debt, this mortgage, and the loan documents, with interest as stated in these documents;
    - (3) accrued and unpaid interest on the mortgage debt;
    - (4) the unpaid principal of the mortgage debt; and
    - (5) the mortgagor unless a court of competent jurisdiction decrees otherwise.
  - c. The mortgagee may obtain updated abstracts and tax histories for the mortgaged premises, procure title insurance or title reports, or, if necessary, obtain new abstracts and tax histories.
  - d. The mortgagee may obtain a receiver to manage the mortgaged premises and to collect the rent and income from them.
8. Successors in ownership. If ownership of any part of the mortgaged premises becomes vested in any parties other than the mortgagor without written approval from the mortgagee, the mortgagee may deal with such successors as the mortgagor under this mortgage and the loan documents without affecting the mortgagor's liability under this mortgage or for the mortgage debt.
9. No other liens. The mortgagor shall not agree to any lien, mortgage, security interest, or sale and leaseback transaction for any part of the mortgaged premises, except as granted in this mortgage and any other lien or security interest granted to the mortgagee.

10. Separability. If any provision of this mortgage conflicts with any Indiana law or is otherwise unenforceable. That provision is void to the extent of the conflict or unenforceability and is severable from and does not invalidate any other provisions of this mortgage.
11. Waiver No waiver by the mortgagee of any right or remedy granted under this mortgage or failure to insist on strict performance of the mortgagor's obligations under this mortgage shall affect any other right or remedy of the mortgagee or any subsequent exercise of the same right or remedy of the mortgagee under this mortgage. All such rights and remedies of the mortgagee are cumulative.
12. Notices Any notice that the mortgagee mails under this mortgage shall be effective when they are sent registered mail, postage prepaid, to the mortgagor at the address given at the beginning of this mortgage or at another address that the mortgagor gives to the mortgagee in writing.
13. Governing law and binding effect. This mortgage shall be construed under Indiana laws and binds the mortgagor and its successors and assigns and any subsequent owners of the mortgaged premises. All of the promises in this mortgage run with the land. This mortgage benefits the mortgagee and its successors and assigns.
14. Headings. The headings in this mortgage are for convenience of reference only and shall not affect the meaning of this mortgage.

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Witness

*Kenny Blum*

STATE OF INDIANA )  
COUNTY )

Subscribed and sworn to before me on

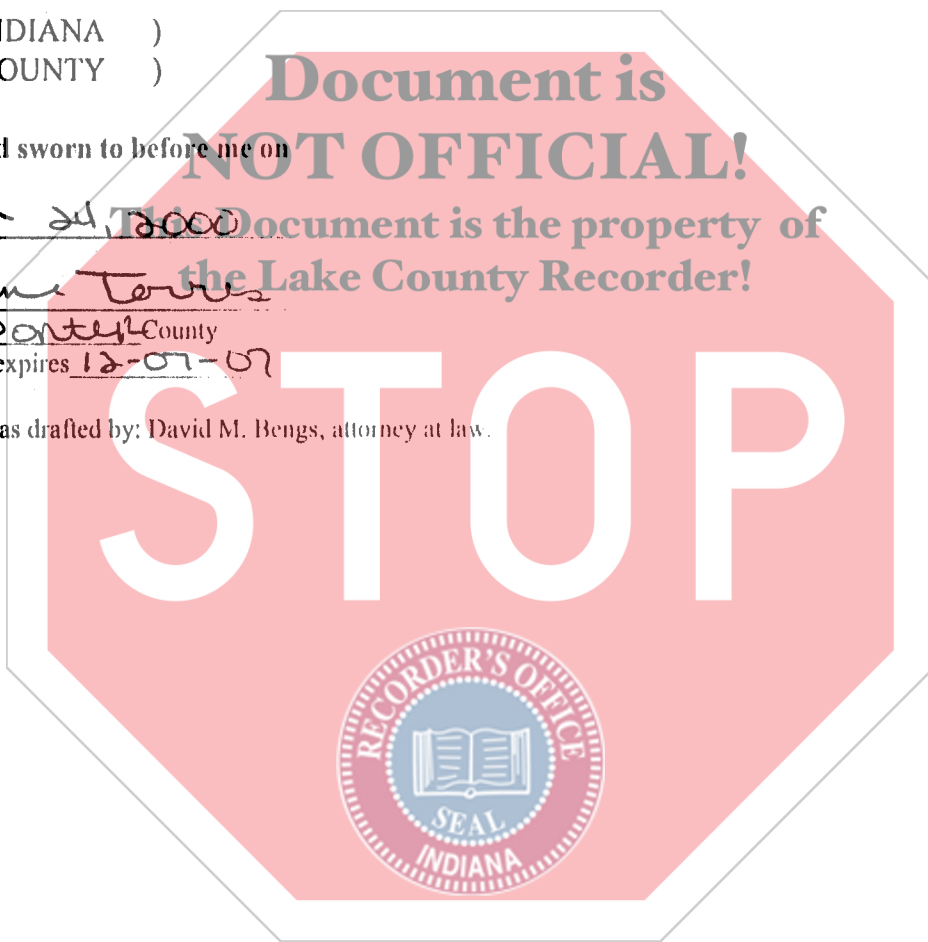
March 24, 2000

Joan Torres

Notary Public, Porter County

My commission expires 12-07-07

This document was drafted by: David M. Bengs, attorney at law.



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Witness

*[Handwritten Signature]*

STATE OF INDIANA )  
COUNTY )

Subscribed and sworn to before me on

March 24, 2000

Joanne Torres

Notary Public, Pontiac County

My commission expires 12-07-07

This document was drafted by: David M. Bengs, attorney at law.

