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REAL ESTATE MORTGAGE

THIS INDENTURE witnesseth that RICHARD A. COOPER and MARIE COOPER, husband and wife, of Crown Point, Indiana, as Mortgagors, mortgage and warrant to FRANK E. HURYSZ of Merrillville, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to wit:

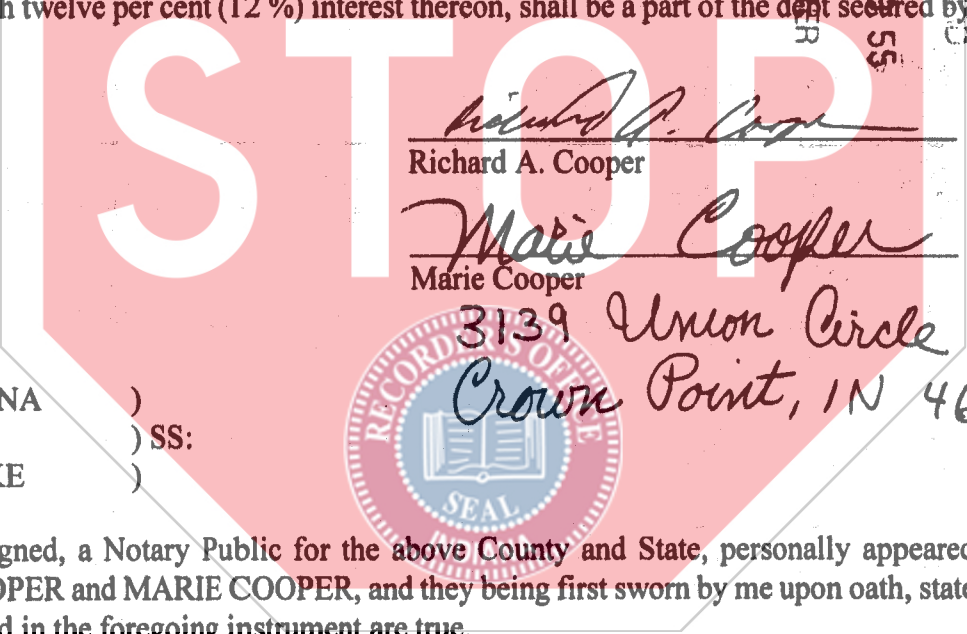
THE SOUTH 40.00 FEET (AS MEASURED AT RIGHT ANGLES) OF LOT 57 BURGE ESTATES, UNIT 3, AN ADDITION TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 85, PAGE 68 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 3139 UNION CIRCLE, CROWN POINT, IN 46307

and the Mortgagors expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay said note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall be due and collectible, and the mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is paid, said Mortgagors will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee, as his interest may appear and the policy duly assigned to the Mortgagee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), and failing to do so, said Mortgagees, may pay said taxes or insurance, and the amount so paid, with twelve per cent (12 %) interest thereon, shall be a part of the debt secured by this mortgage.

2000 030755

STATE OF INDIANA
LAKE COUNTY



Richard A. Cooper
Richard A. Cooper

Marie Cooper
Marie Cooper

3139 Union Circle
Crown Point, IN 46307

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before the undersigned, a Notary Public for the above County and State, personally appeared RICHARD A. COOPER and MARIE COOPER, and they being first sworn by me upon oath, state that the facts alleged in the foregoing instrument are true.

Signed and sealed this 4th day of April, 2000.

Lorraine Jung
Notary Public
LORRAINE JUNG
Name Printed
My Commission Expires: 10-31-03
County of Residence: Lake

This instrument prepared by:
C. Donald Emery, III
EMERY CLEMENT & SCHMIDT, P.C.
370 West 80th Place
Merrillville, IN 46410
Telephone: 219/756-0555
Fax: 219/756-9393

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11/02/05

**PROMISSORY NOTE
SECURED BY REAL ESTATE MORTGAGE**

Indiana, April 28, 2000

\$5,000.00

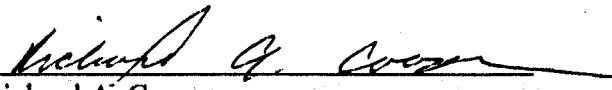
We promise to pay to the order of **FRANK E. HURYSZ**, upon demand, the sum of Five Thousand and 00/100 Dollars (\$5,000.00), with interest at the rate of twelve per cent (12%) per annum computed annually during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of eight per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisal Laws, and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.


Installment payments hereinabove provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

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

The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety, guarantor or endorser on this note.


Richard A. Cooper


Marie Cooper

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