

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 037030

2000 MAY 26 AM 9:30

**REAL ESTATE MORTGAGE**

MORRIS W. CARTER  
RECORDER

**THIS INDENTURE WITNESSETH, that Robert A. Anderson and Bernice R. Anderson, his wife (the "Mortgagor") of Lake County, State of Indiana, mortgages and warrants to Chris W. Anderson (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:**

**PART OF LOT 13, WHITE HAWK COUNTRY CLUB, PHASE TWO, AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 83, PAGE 59 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13, THENCE SOUTH 89 DEGREES 35 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13 (ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EASY STREET), A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13, THENCE SOUTH 00 DEGREES 24 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 57.71 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 06 SECONDS WEST, A DISTANCE OF 115.08 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13, THENCE NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 61.96 FEET, TO THE POINT OF BEGINNING, ALL IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.**

(Note: Key number 9-512-49)

Property address: 925-AA Easy Street, Crown Point, Indiana 46307

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith, in the principal amount of one - thousand, and no/100 Dollars (\$1000.00), with interest

15.00  
/m  
4838

and upon such terms as therein provided.

**1. Default by Mortgagor; Remedies of Mortgagee.** Time shall be of the essence of this agreement. If Mortgagor fails to pay any installment due on the Note, or any installment of taxes on the Mortgaged Premises, or assessment for a public improvement thereon, or any premium of insurance, as the same becomes due, and if such failure continues for a period of ten (10) days after the amount is due after written notice identifying this default is given to Mortgagor; or if Mortgagor fails to perform or observe any other condition or term of this agreement and such default continues for a period of fifteen (15) days after written notice identifying such default is given to Mortgagor, then Mortgagee may, at his option:

a. Foreclose upon the Mortgaged Premises, and remove Mortgagor therefrom, or those holding or claiming under her, without any demand to the extent permitted by applicable law.

b. Declare the entire unpaid balance due on Note immediately due and payable, and in such event, Mortgagee may pursue whatever remedies, legal or equitable, are available to collect the entire unpaid balance due on the Note.

c. Exercise any other remedies available at law, or in equity.

If the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice.

All remedies of the Mortgagee shall be with attorneys fees and without relief from valuation and appraisal laws. Upon the institution of foreclosure, the Mortgagee may continue the abstract of title to the Mortgage Premises, or obtain other appropriate title evidence such as title insurance, and may add the cost thereof to the principal balance due.

**2. Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

**3. Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction, or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. Mortgagor may not assign, sell, or alienate in any fashion the Mortgaged Premises without the written consent of the Mortgagee.

**4. Indemnification and Release.** Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Mortgagor, Mortgagor shall indemnify and hold harmless Mortgagee from and against all damages, claims, and liabilities arising from or connected with Mortgagor's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. If Mortgagee shall without fault become a party to litigation commenced by or against Mortgagor, then Mortgagor shall indemnify and hold Mortgagee harmless, with attorneys fees, expenses of suit, and court costs. Mortgagor hereby releases Mortgagee from all liability for any accident, damage, or injury caused to persons or property on or about the Mortgaged Premises, notwithstanding whether such acts or omissions be active or passive.

**5. Mortgagor's Responsibility for Accidents.** Mortgagor hereby assumes all risk and responsibility for accident, injury, or damage to person or property arising from their use and control of the Mortgaged Premises and the improvements thereon. Mortgagor shall insure such risk by carrying liability insurance in amounts and with carriers satisfactory to the Mortgagee, insuring the



Mortgagee's liability as well as the Mortgagor's.

**6. General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors, and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural, and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit, or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this 1 day of May, 2000.

  
Robert A. Anderson

  
Bernice R. Anderson

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Anderson and Bernice R. Anderson, who acknowledged the execution of the foregoing mortgage, and swore that the representations contained therein are true.

Witness my hand and Notarial Seal this 1st day of May, 2000.

My Commission Expires:

February 14, 2001

Resident of Lake County, Indiana.

  
Timothy R. Sendak, Notary Public

↓  
This instrument prepared by Timothy R. Sendak, attorney at law  
209 South Main Street, Crown Point, Indiana 46307