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STATE  
MORTGAGE

THIS MORTGAGE (Security Instrument) is given on June 12, 2000. The  
Mortgagor is Gus Iatrides. This Security Instrument is given to John Loxas whose  
address is 4125 Calumet Avenue Hammond, Indiana 46320-1132. The Mortgagor  
owes Loxas the sum of Two Hundred and Nine Thousand Two Hundred and Thirty  
One and 68/100 Dollars (U.S. \$209,231.68). This debt is evidenced by Mortgagor's  
note dated the same date as this Security Instrument ("Note"), with the full debt,  
if not paid earlier, due and payable on July 1, 2005. This Security Instrument secures to  
Loxas: the repayment of any sums loaned to the Mortgagor, the payment of any funds,  
or services in lieu of funds, advanced to the Mortgagor, and the performance of  
Mortgagor's covenants and agreements under the Security Instrument and the Note.  
For this purpose, Mortgagor does hereby mortgage, grant and convey to Loxas the  
following described property located in Lake County, Indiana:

2000051934

This Document is the property of  
the Lake County Recorder!

The South 65.0 feet of the East 190.0 feet of the West 240.0 feet of the following  
described parcel of land: A part of the West 675.94 feet of the Northwest Quarter of the  
Northeast Quarter of Section 7, Township 36 North, Range 9 West of the Second  
Principal Meridian, in the City of Hammond, Lake County, Indiana, described as:  
Beginning at a point on the West line of said Northeast Quarter which is 725.03 feet  
South of the Northwest corner of said Northeast Quarter measured along the West line of  
said Northeast Quarter; thence continuing South on said West line 221.57 feet to a line  
parallel to and 376.95 feet North of the South line of said Northwest Quart of the  
Northeast Quarter which is the center line of 167<sup>th</sup> Street; thence East on said 376.95 foot  
parallel line 675.94 feet to a point 376.95 feet North of the South line of said Northwest  
Quarter of the Northeast Quarter; thence North on a line parallel to and 675.94 feet East  
of the West line of said Northeast Quarter a distance of 221.57 feet to a point 598.52 feet  
North of the South line of said Northwest Quarter of the Northeast Quarter; thence West  
on said 598.52 foot parallel line 675.94 feet to the point of beginning, containing 0.283  
acres, more or less, all in the City of Hammond, Lake County, Indiana.

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A part of the West 675.94 feet of the Northwest Quarter of the Northeast Quarter of  
Section 7, Township 36 North, Range 9, West of the Second Principal Meridian, in the  
City of Hammond, North Township, Lake County, Indiana, described as follows:  
Commencing at the Northwest corner of the Northeast Quarter of Section 7; thence South

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David Marc Dabertin  
5246 Hohman Avenue suite 302  
Hammond, IN 46320

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on the West line of said Northeast Quarter for a distance of 946.6 feet; thence East on a line having an interior angle of 89 degrees 05 minutes 50 seconds for a distance of 50.0 feet to the Point of Beginning; thence continuing East on said line having a bearing of East for a distance of 625.94 feet; thence South on a line having a bearing of South 0 degrees 54 minutes 10 seconds West for a distance of 75.0 feet; thence West on a line having a bearing of West for a distance of 625.94 feet; thence North on a line having a bearing of North 0 degrees 54 minutes 10 seconds East for a distance of 75.0 feet to the Point of Beginning. Containing 1.08 acres, in the City of Hammond, North Township, Lake County, Indiana.

Mortgagor covenants that he is legally seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This security instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

#### RELEASE

Upon payment of all sums secured by this Security Instrument, Loxas shall release this Security Instrument.

#### ACCEPTANCE

By signing below, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument. Mortgagor agrees to:

Refrain from committing or allowing waste, impairment, or deterioration of said property or any part thereof.

To pay the entire balance of the note upon any sale of the property.

To perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant in said Note and in this deed set forth.

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If Loxas has required Mortgagor to pay immediately in full as described above, Loxas will have the right to be paid back by Mortgagor for all of his costs and expenses in enforcing this note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorney's fees.

#### **GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Loxas under this note will be given by delivering or mailing it by first class mail to him at 4125 Calumet Avenue Hammond, Indiana 46320 or at a different address if he gives the Mortgagor notice of a different address.

Any notice that must be given to Mortgagor under this note will be given by mailing it by first class mail to 251 Southmoor Road Hammond, Indiana 46324 their last known address or at a different address if Mortgagor has given written notice of that different address.

#### **REAL ESTATE TAXES**

Mortgagor shall pay all real estate taxes, assessments, interest and penalties due and owing.

#### **TITLE OBLIGATIONS OF PERSONS SIGNING THIS DOCUMENT**

If more than one person or entity signs this Mortgage, each person or entity is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this note is also obligated to do these things. Any person who takes over these obligations, including the obligation of a guarantor, surety or endorser of this note, is also obligated to keep all the promises made in this note. Loxas may enforce his right under this note against each person individually or against all of us together. This means that any one of us may be required to pay all the amounts owed under the note.

#### **WAIVERS**

Mortgagor and any other person whose obligations under this note waive the right of presentment, protest, notice of protest, and notice of dishonor. "Presentment" means the right to require the Loxas to demand payment of amounts due. "Notice of

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dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**SEVERABILITY**

If any provision of this note violates the law, is inaccurate, ambiguous, or is unenforceable, the rest of the note will remain valid.

**ASSIGNMENT**

Mortgagor will not be entitled to assign any of its rights, remedies or obligations described in this note without prior written consent of lender which may be withheld by lender in his sole discretion. Loxas will be entitled to assign some or all of his rights and remedies described in this note without notice to or prior consent of borrower in any manner.

**INSURANCE**

Mortgagor is responsible to insure the subject property from loss, name Loxas as loss payee on the contract of insurance, and within thirty (30) days provide to Mortgagee a copy of said insurance policy in an amount sufficient to pay the Mortgagee in full in the event of a total loss of said property.

**APPLICABLE LAW**

This note shall be governed by the laws of the State of Indiana.

**MORTGAGOR HAS REVIEWED THE TERMS OF THIS AGREEMENT AND FINDS THEM FAIR AND REASONABLE.**

**MORTGAGOR UNDERSTANDS THE TERMS OF THIS AGREEMENT**

**MORTGAGOR HAS BEEN GIVEN THE OPPORTUNITY TO SEEK THE ADVICE OF COUNSEL IN THIS TRANSACTION**

Gus Iatrides Date: \_\_\_\_\_  
Gus Iatrides  
MORTGAGOR

Witness: David D. [Signature]  
David D. [Signature]

Initials [Signature]