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REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH, That **DAVID A. BUSH and JILL M. BUSH, Husband and Wife**, (the "Mortgagors") of Lake County, State of Indiana, **MORTGAGE AND WARRANT** to **JAMES L. DORNAN and KIMBERLEE S. DORNAN**, (the "Mortgagees") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Lots 1, 2, 3, 4 and 5 in Block 3 in the Meadows A. Samuel C. Bartlett Subdivision to Cedar Lake, as per plat thereof, recorded August 7, 1922, in Plat Book 15, Page 23, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 12812 Knight Street, Cedar Lake, Indiana 46303.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, 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") dated September 1, 2000, in the principal amount of Twenty-One Thousand, Eight Hundred and no/100 Dollars (\$21,800.00) with interest as therein provided and with a final maturity date of September 1, 2005.

Said principal and interest are payable as follows: Two Hundred Twenty-One and 01/100 Dollars (\$221.01) per month for sixty (60) months with the remaining amount outstanding, due and payable sixty (60) months from the date of this Note.

The Mortgagors (jointly and severally) covenant and agree with the Mortgagees that:

1. **Payment of Indebtedness.** The Mortgagors shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagors shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagees.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagors shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagors shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagees against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagees may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagees and the Mortgagors as their

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respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagees until the indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagees may, at their option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagees shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagees in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **Default by Mortgagors; Remedies of Mortgagees.** Upon default by the Mortgagors in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagors hereunder, or if the Mortgagors shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagors or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagees, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagees may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagees in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagors are in default hereunder, and no failure of the Mortgagees to exercise any of their rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagors hereunder. The Mortgagees may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagors.** The Mortgagees at their 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 Mortgagors if the Mortgagors have 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 Mortgagors to the Mortgagees.

9. **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 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.

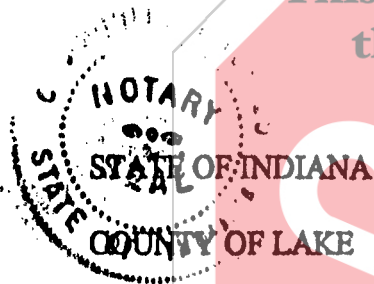
IN WITNESS WHEREOF, the Mortgagors have executed this mortgage, this 27 day of July, 2000.

Document is
NOT OFFICIAL

[Signature]
DAVID A. BUSH

This Document is the property of
the Lake County Recorder!

[Signature]
JILL M. BUSH



) SS:

Before me, a Notary Public in and for said County and State, personally appeared DAVID A. BUSH and JILL M. BUSH, who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 27 day of July, 2000.



[Signature]
Notary Public Signature

Name Printed: PATRICIA LUDINGTON

Commission Expires: 4-15-00

County of Residence: LAKE

This instrument prepared by: James L. Clement, Jr., EMBRY CLEMENT & SCHMIDT, P.C., 370 West 80th Place, Merrillville, Indiana 46410. Telephone: (219) 756-0555.