RETURN TO:

David W. Westland, Esq. TAUBER & WESTLAND, P.C. 9211 BROADWAY MERRILLVILLE, INDIANA 46410

TICOR HBT 920016977

REAL ESTATE MORTGAGE

This indenture witnesseth that **WILLIAM R. FRAYER** of Lake County, Indiana, as Mortgagor, MORTGAGES AND WARRANTS TO **DONNA M. BERG** of Lake County, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

LOT NO. SIXTEEN (16), IN BLOCK NO. FOUR (4), AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF ROLLING MILL ADDITION TO THE CITY OF HAMMOND, IN LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 1, PAGE 105, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

Commonly known as: 4433 Baltimore Street, Hammond, Indiana.

Document is

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: a Promissory Note dated December 31, 2001, wherein William R. Frayer promises to pay to the order of Donna M. Berg the sum of Twelve Thousand Two Hundred Ninety Dollars and no/100 (\$12,290.00) pursuant to the payment schedule described in the Note.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with eight and one-half percent (8 ½ %) interest thereon, shall become a part of the indebtedness secured by

11.0%

Additional Covenants: None.

Dated this 31st day of December, 2001.

William R. FRAYER

STATE OF INDIANA

COUNTY OF LAKE

SS:

the Lake Cou

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William R. Frayer and acknowledged the execution of the foregoing Mortgage.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 31 day of December, 2001 to the property.

Printed Name:

My Commission Expires:

County of Residence:

JACALYN L. SMITH Notary Public, State of Indiana Lake County My Commission Expires 12/08/07

This instrument prepared by David W. Westland, Esq., Tauber & Westland, P.C., 9211 Broadway, Merrillville, Indiana 46410 Phone: 219/769-6474

-2-