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CLERK OF SUPERIOR COURT  
LAKE COUNTY, INDIANA  
FILED

2002 002889

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HARRIS W. CARTER  
RECORDER

**REAL ESTATE MORTGAGE**

**THIS INDENTURE WITNESSETH THAT HOMELAND ACQUISITIONS, INC., TRUSTEE FOR 3826 MARYLAND LAND TRUST (hereafter referred to as "the Mortgagor"), of Lake County, Indiana, MORTGAGES AND WARRANTS TO JONATHAN PETERSEN, (hereafter referred to as "the Mortgagee") the following real estate in Lake County, State of Indiana, to-wit:**

**LOTS 7 AND 8 AND THE SOUTH 5 FEET OF LOT 6, IN BLOCK 12M IN SECOND HIGHLAND PARK ADDITION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 8, PAGE 23, IN LAKE COUNTY, INDIANA.**

**MORE COMMONLY KNOWN AS: 3826 MARYLAND STREET, GARY, IN 46409**

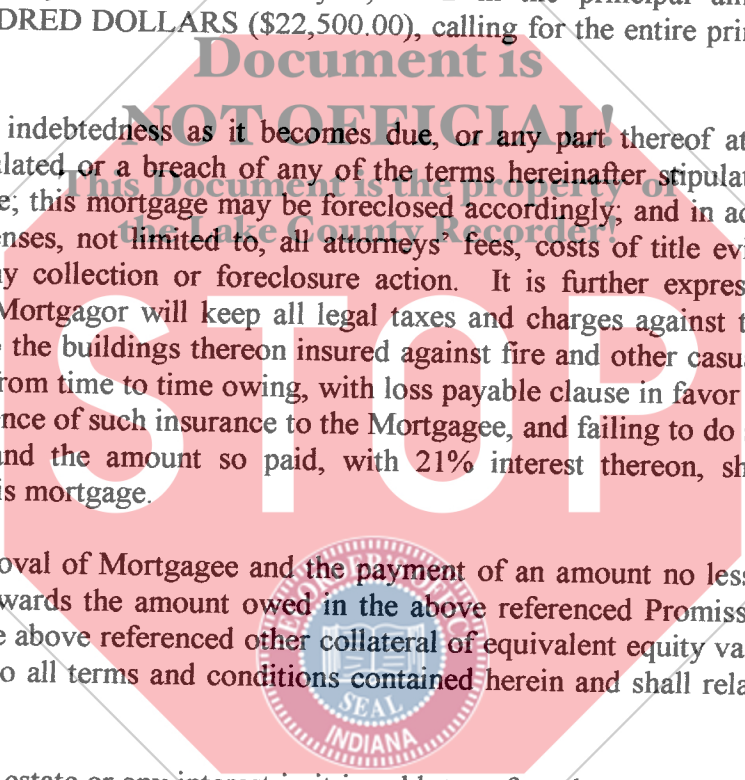
**TAXING UNIT NO: 25 KEY NO: 45-0049-0008**

and the rents and profits therefrom to secure the payment, when the same shall become due, of the following indebtedness: A Promissory Note date January 5, 2002 in the principal amount of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00), calling for the entire principal amount to be due on or before June 30, 2002.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated or a breach of any of the terms hereinafter stipulated, then said indebtedness shall be due and collectible; this mortgage may be foreclosed accordingly; and in addition, Mortgagee shall be entitled to collect all expenses, not limited to, all attorneys' fees, costs of title evidence, credit reports, etc., incurred as a result of any collection or foreclosure action. 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 21% interest thereon, shall become a part of the indebtedness secured by this mortgage.

Upon express written approval of Mortgagee and the payment of an amount no less than FIVE THOUSAND DOLLARS (\$5,000.00) towards the amount owed in the above referenced Promissory Note, Mortgagor may substitute for the real estate above referenced other collateral of equivalent equity value. Such substitution and collateral shall be subject to all terms and conditions contained herein and shall relate back to the date of this document.

If all or any part of the real estate or any interest in it is sold, transferred, or mortgaged (or if beneficial interest is sold, transferred, or mortgaged) without the express written permission of Mortgagee, Mortgagee may, at its



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option, require immediate payment in full of all sums secured by this real estate mortgage and may invoke any remedies necessary without further notice or demand upon Mortgagor.

Dated this 5<sup>th</sup> day of January, 2002.

3826 Maryland Land Trust

BY: Richard Dawson  
Richard Dawson  
President  
Homeland Acquisitions, Inc., Trustee

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard Dawson, President, Homeland Acquisitions, Inc., Trustee and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Given under my hand and official seal this 5<sup>th</sup> day of January, 2002

Nestor Monreal  
Notary Public: Nestor Monreal  
Residing in Lake County

My Commission Expires:  
4/22/2007

