

REAL ESTATE MORTGAGE

This indenture witnesseth that Jane L. Lamont, Trustee of the Jane L. Lamont Trust dated 12/15/99

of Schererville, Indiana

as MORTPGAGOR,

Mortgages and warrants to James Lamont

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of

Indiana, as MORTGAGEE,

the following real estate in State of Indiana, to wit:

Lake

County

That part of Lot 1 in Aspen Trail, a planned unit development, Lake County, Indiana, as recorded November 21, 2000, in Plat Book 89 page 61, in the Office of the Recorder, Lake County, Indiana, being further described as follows: commencing at the Southwest corner of said Lot 1, thence North 00 degrees 45 minutes 9 seconds West along the West line of said Lot 1, a distance of 223.32 feet to the point of beginning of the following described tract; thence North 00 degrees 45 minutes 6 seconds West on the last described line, a distance of 43.85 feet to a point of curve thence Northwesterly along the arc of a circle, convex to the Northwest, having a radius of 25.00 feet (as recorded 25.04 calculated), and an arc length of 39.66 to a point of tangent; thence North 90 degrees 0 minutes 0 seconds East on the North line of Lot 1, a distance of 102.22 feet to a point of curve; thence Southeasterly along the arc of a circle convex to the Northeast, having a radius of 35.00 feet, and an arc length of 74.74 feet to a point of reverse curve; thence Southwesterly along the arc of a circle convex to the West, having a radius of 70,00 feet, and an arc length of 17.18 feet to a point on a curved line; thence South 90 degrees 0 minutes 0 seconds West on a line parallel to the North line of said Lot 1, a distance of 148.93 feet to the point of beginning. (Containing 10,642 square feet or 0.244 acres more or less). Address: 8070 Patterson Ct. Schererville, In. 46375

Tax Key No. 11-327-1

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Two thousand and 00/100----(\$2,000.00) Dollars

with interest at the rate of 5 per cent per annum computed annually during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

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	CALUMET CITY, ILLINOIS 60409
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ki Calumet City, II. 60409	M. Lee Newell Jr. 134 Pulask
1088	Notary Public
1υ ə S	And acknowledged the execution of the foregoing mortgage. In wit- sess where, I have hereunto subscribed my name and affixed my of- scial seal. My commission expires
1095	MY CC.
1p.8C	O,,
Jane L. Lamont)	Lamont trust dated 12/15/99
Stanit S. Lines & Sea	Before me, the undersigned, a Notary Public in and for said County and State, this ISE day of January 2002xix
Dated this 1st day of January \$ 20	State of trationals Cook County, ss:

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10. Additional Covenants:

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to eause a continuation of the abstract of title at the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of title to the said real estate, together with interest thereon at the rate of foreclosure and purchase of said teal estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

4: No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgages by Mortgages or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgages shall be subrobtance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgages shall be subrobtanted to any lien or claim paid by moneys advanced and hereby secured.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvemnts thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgago nor any illegal or immoral acts on said premises; and Mortgagoe shall have the right to inspect said premises at all reasonable times.