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## REAL ESTATERMORTEGAGE

This indenture witnesseth that:

**AARON C. BOEKE** 

Lake County, Indiana,

as Mortgagor,

Mortgages and warrants to:

LYNN BOEKE and MARY LOU BOEKE,

of 919 Pleasant St., Oak Park, IL 60302,

as Mortgagee,

the following real estate in Lake County, Indiana:

Part of Tract #8 in Pebble Brooks phase one, a planned unit development, in the City of Crown Point, as per plat thereof, recorded in plat Book 69 page 39, in the Office of the Recorder of Lake County, Indiana, Described as follows: Commencing at the Easterlymost corner of said Tract #8, Thence North 31 degrees 51 minutes 37 seconds West, along the Easterly Line of said Tract, 45.4 Feet to the true point of beginning; Thence continuing North 31 degrees 51 minutes 37 seconds West, Along the Easterly line of said Tract, 28.0 Feet; Thence South 58 degrees 08 minutes 23 seconds West, 90.0 Feet to a point on the Westerly line of said Tract; Thence South 31 degrees 51 minutes 37 seconds East, Along said Westerly line, 28.0 Feet; Thence North 58 degrees 08 minutes 23 seconds East, 90.0 Feet to the point of beginning.

Commonly known as: 625 W. 93rd Court, Crown Point, Indiana 46307

and the rents and profits therefrom, to secure payment, when it shall become due, of the following indebtedness:

This Mortgage is made to secure payment of the principal sum of \$110,000.00 plus interest from the Mortgager to the Mortgagee pursuant to the terms of a Secured Promissary Note dated May 3, 2002.

Upon failure to pay said indebtedness as it becomes due, or any part there of at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall become 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 builds thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with a 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 shall become a part of the indebtedness secured by this Mortgage and as provided in the Note.

Dated this 3rd day of May, 2002.

AARON C. BOEKE

State of Indiana, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said county and State, this <u>3rd</u> day of <u>May</u>, 2002 personally appeared

Aaron C. Boeke and acknowledged the execution of the foregoing mortgage. In witness whereof I have

of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed by official seal.

My Commission Expires: \_

4-15-08

County of Residence:

Patricia Ludington

, Notary Public

This instrument prepared by:

Kent A. Jeffirs, Attorney at Law

104 W. Clark Street, Crown Point, IN 46307

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