

6

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 049944

2002 MAY 30 PM 12:11

MORRIS W. CARTER
RECORDER

MORTGAGE

MORTGAGE AGREEMENT dated May 20, 2002, between STEVEN A. MORGAVAN (herein called "Mortgagor") and JEAN MORGAVAN (herein called "Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee upon a certain promissory note (herein called the "Note") of even date herewith, for the principal sum of One Thousand and 00/100 Dollars (\$1,000.00), which Note is to be paid in accordance with the terms of said Note, with one single payment of all remaining unpaid principal, together with all accrued and unpaid interest, and all other sums due and owing thereunder, being due on or before May 31, 2021.

WHEREAS, Mortgagor is the owner of fee simple title to certain real estate; and

WHEREAS, Mortgagor has agreed to mortgage said real estate to Mortgagee as provided herein;

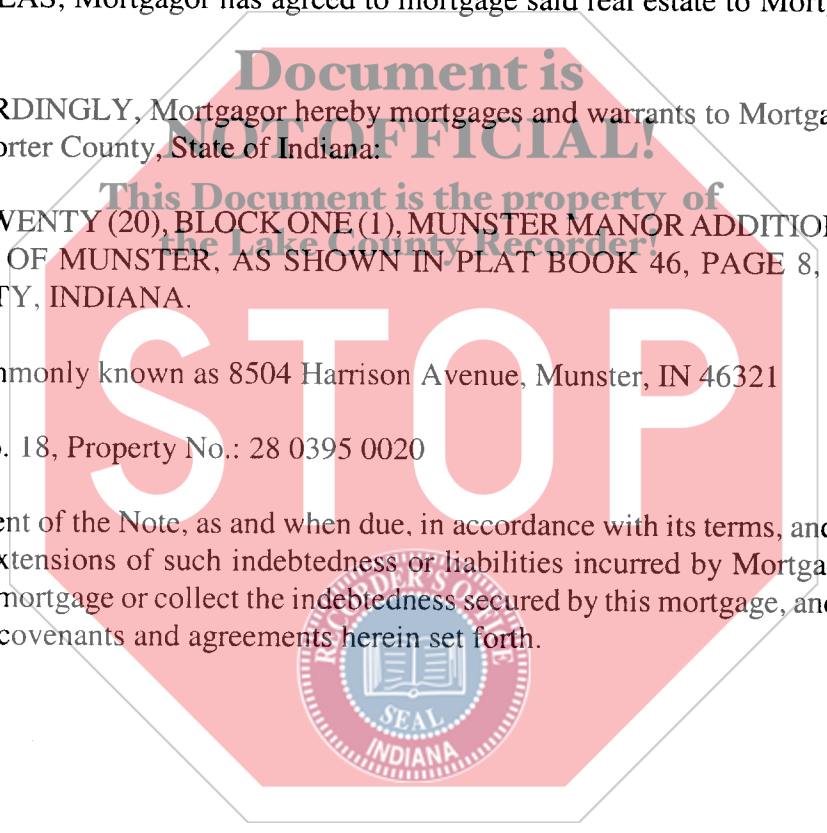
ACCORDINGLY, Mortgagor hereby mortgages and warrants to Mortgagee the following real estate in Porter County, State of Indiana:

LOT TWENTY (20), BLOCK ONE (1), MUNSTER MANOR ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 46, PAGE 8, IN LAKE COUNTY, INDIANA.

and commonly known as 8504 Harrison Avenue, Munster, IN 46321

Unit No. 18, Property No.: 28 0395 0020

to secure payment of the Note, as and when due, in accordance with its terms, and also to secure all renewals and extensions of such indebtedness or liabilities incurred by Mortgagee to protect the security of this mortgage or collect the indebtedness secured by this mortgage, and the performance of Mortgagor's covenants and agreements herein set forth.



19.00
1123

MORTGAGOR further covenants and agrees that:

1. Payment of Indebtedness. Mortgagor shall pay the principal and interest of the Note, as and when due, in accordance with the terms of the Note, and shall also pay, as and when due, in accordance with the terms of the Note, all other indebtedness secured by this mortgage.

2. Maintenance. Mortgagor shall exercise due diligence in the operation, management and occupation of the mortgaged real estate, and shall not commit or suffer the commission of waste. Mortgagor shall not remove or suffer to be removed from the mortgaged real estate any of the mortgaged improvements to said real estate. Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal acts upon the mortgaged real estate. Mortgagor shall keep the mortgaged real estate in good condition and repair, normal and ordinary depreciation excepted. Mortgagee shall have the right to enter and inspect the mortgaged real estate at all reasonable times.

3. Insurance. Mortgagor shall keep all mortgaged buildings, fixtures, other improvements and equipment insured against loss or damage by fire, lightning, windstorm, hail, explosion, smoke and such other hazards, casualties and contingencies in such amounts and for such periods as Mortgagee may require from time to time. All such insurance shall be with insurers approved by Mortgagee, and shall carry a mortgagee clause with loss payable to Mortgagee acceptable to Mortgagee. Mortgagee shall maintain liability insurance, in amounts and provided by insurers approved by Mortgagee, with respect to the mortgaged real estate and such insurance shall provide coverage to Mortgagee as an additional insured. Mortgagor shall deliver possession of such policy or policies to Mortgagee, to be held continuously by Mortgagee until this mortgage is released as provided herein, and shall deliver to Mortgagee, at least ten (10) days before the expiration dates of said policy or policies, proof acceptable to Mortgagee of the payment of the premium thereon and extension of the expiration date by the insurer.

4. Taxes. Mortgagor shall pay all real estate taxes and assessments, water and sewer rents and every other tax, assessment, claim, lien or encumbrance which may at any time attach as a lien against the mortgaged real estate, or any part thereof, whether superior or inferior to the lien of this mortgage. Not later than ten (10) days before the date interest or penalties thereon commence to be charged, Mortgagor shall pay the same and deliver to Mortgagee proof of payment acceptable to Mortgagee. The provisions of this paragraph shall apply to taxes and charges of all federal, state and local taxing authorities, including taxes and charges as imposed or increased by future changes to applicable law, and including taxes and charges in the nature of documentary stamps or taxes on this mortgage or on any of the indebtedness secured by this mortgage. However, Mortgagor may contest any of such taxes and charges in good faith and by appropriate proceedings which do not involve any risk to the security of this mortgage.

5. Condemnation. If any part of the mortgaged real estate is appropriated under the power of eminent domain, the entire amount paid for such appropriation, not exceeding the entire

unpaid balance of the indebtedness secured by this mortgage, shall be paid to Mortgagee and applied by Mortgagee to reduce Mortgagor's liability under this mortgage.

6. Sale. Mortgagor shall not sell, assign, mortgage, encumber or otherwise transfer to any person or entity title to, or any interest in, the mortgaged real estate, or any part thereof, or any estate therein, or contract to do so. Mortgagor shall not underlet the mortgaged real estate or abandon or vacate the mortgaged real estate at any time.

7. Default. Mortgagee shall be entitled to declare Mortgagor in default hereunder if: Mortgagor shall fail in part or in whole to pay any of the indebtedness secured by this mortgage or any other sum payable by Mortgagor hereunder, as and when due, or fail to fully and timely perform any other covenant or agreement as provided herein; or if Mortgagor shall fail to fully and timely discharge and satisfy any obligation of Mortgagor to Mortgagee; or if Mortgagor shall make or suffer any assignment for the benefit of creditors, bankruptcy or other proceeding intended to liquidate or rehabilitate Mortgagor's estate; or if any proceedings are instituted by any person on any mortgage, lien or encumbrance on the real estate subject to this mortgage, even though inferior to the lien of this mortgage; or if Mortgagor be in default in the full and timely discharge of any of its obligations under the Note executed by Mortgagor in favor of Mortgagee; or Mortgagee shall in good faith deem itself insecure for any other reason. Any failure of Mortgagee to declare a default shall not constitute a waiver of the right to do so at a later date.

8. Foreclosure. In case of default hereunder by Mortgagor, the entire unpaid balance of indebtedness secured by this mortgage shall become immediately due and payable, without notice or demand, and Mortgagee may foreclose this mortgage by judicial proceedings according to law. All reasonable expenses paid or incurred by Mortgagee on account of such proceedings, including, but not limited to, attorneys' fees and proof of title, and together with interest from the date paid or incurred by Mortgagee, shall become a part of the indebtedness secured by this mortgage. Mortgagee shall be entitled to have a receiver appointed to collect the rents, issues, income and profits of the real estate subject to this mortgage, and to hold the proceeds subject to order of the court for the benefit of Mortgagee pending foreclosure proceedings, without notice and whether or not the value of the mortgaged real estate is adequate to secure or discharge the indebtedness secured by this mortgage.

9. Advances. If Mortgagor shall fail to pay any taxes, insurance premiums or other sums as provided in this mortgage, Mortgagee shall be entitled to pay the same at the expense of Mortgagor, either with or without declaring Mortgagor in default, and such sum, together with interest from the date paid by Mortgagee, shall become a part of the indebtedness secured by this mortgage. Any advance made by Mortgagee shall be reimbursed by Mortgagor and such reimbursement to Mortgagee, including interest thereon, shall be immediately due and payable.

10. Cumulative Rights. The rights and remedies afforded Mortgagee under this mortgage shall be cumulative and concurrent, and in addition to all rights and remedies afforded by applicable law, and may be pursued singly, successively or together, at Mortgagee's sole discretion, as often as

occasion therefore shall occur. Failure to exercise any such right or remedy shall not be construed or operate as a waiver or release.

11. Joint Liability. If Mortgagor consists of more than one (1) person, each person who is a party shall be jointly and severally liable for all obligations of Mortgagor pursuant to this mortgage.

12. Environmental Representations, Warranties and Covenants of Mortgagor. Mortgagor makes the following representations, warranties and covenants to Mortgagee:

12.1 To the best knowledge of Mortgagor, Mortgagor and Mortgagor's predecessors in title have complied at all times with all applicable federal, state and local environmental laws and regulations including, without limitation, the Indiana Responsible Property Transfer Law (IC 13-7-22.5), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, *et seq.*) as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §1101, *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, *et seq.*), the Toxic Substance Control Act of 1976 (15 U.S.C. §2601, *et seq.*), and all regulations under them, and any other federal statute, any state statute and any municipal ordinance creating liability for treatment, storage, disposal, arranging or existence on the property subject to this mortgage of any hazardous or toxic substance, including their constituents ("Environmental Laws").

12.2 To the best knowledge of Mortgagor, there do not currently exist, and Mortgagor warrants there will not exist during the term of this mortgage: (a) any actual or potential contamination of the soil, subsoil, groundwater or any other portion of the subject property subject to this mortgage by any hazardous or toxic substance or their constituents; or (b) any underground tanks on the property subject to this mortgage (other than for the use of motor fuel or heating oil for use and consumption of Mortgagor on the property subject to this mortgage), as such words and phrases are defined under applicable Environmental Laws.

12.3 Mortgagor covenants to comply at all times during the term of this mortgage with all Environmental Laws.

12.4 To the best knowledge of Mortgagor, no environmental filings have been made concerning the property subject to this mortgage with any governmental agency.

12.5 Mortgagor indemnifies Mortgagee against, and holds Mortgagee harmless from, any claim, action, loss, damage, liability, cost or expense (including all reasonable attorneys' fees and environmental testing expenses) Mortgagee incurs as a result of Mortgagor's breach of any representation, warranty or covenant in this section 12.

13. Release. Upon full and final payment of the indebtedness secured by this mortgage and damages, if any, for failure or delay in performing any covenant or agreement of Mortgagor herein, Mortgagee shall release this mortgage of record within a reasonable time and this mortgage and the estate granted to Mortgagee herein shall cease and become void.

14. Notices. Notices and other communications given hereunder or with respect to this mortgage shall be effective only when given in writing and delivered either personally or by postage prepaid registered or certified United States mail, return receipt requested, addressed in the case of Mortgagee to 3205 Bent Tree Crossing, Valparaiso, Indiana 46385, and in the case of Mortgagor to 3010 Wood Street, Portage, Indiana 46368, or to such other address as a party may require by notice so given.

15. Governing Law. This mortgage, including all matters of construction, performance and enforcement, shall be governed by the laws of the State of Indiana (other than its conflict of laws rules). Should any portion of this mortgage be held illegal or unenforceable for any reason, all other provisions of this mortgage shall remain in effect as though such illegal or unenforceable portion were never contained herein. To the fullest extent permitted by law, the parties each waive any provision of law which renders any portion of this mortgage illegal or unenforceable in any respect.

16. Parties Bound. This mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, permitted successors and permitted assigns.

17. Captions. The captions to the parts of this mortgage are for convenience of reference only and shall not be considered a part of the agreement of the parties.

IN WITNESS WHEREOF, Mortgagor has executed this mortgage on the day and year first above written.

“MORTGAGOR”



Steven A. Morgavan
STEVEN A. MORGAVAN

STATE OF INDIANA)
) SS:
COUNTY OF Porter)

Before me, a Notary Public, in and for said County and State, personally appeared **STEVEN A. MORGAVAN**, and acknowledged the execution of the above and foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me, this 20TH day of MAY, 2002.

My Commission Expires: 08/02/2009 John G. Donner
JOHN G. DONNER, Notary Public
A resident of Porter County. Printed Name

