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REAL ESTATE MORTGAGE

62-22384 M

This indenture witnesseth that Richard John Kretschmar and Aloyse M. Kretschmar, husband and wife, of Lake County in the State of Indiana, as *MORTGAGORS*,

Mortgage and warrant to Wittenberg Lutheran Village Corp. of Lake County, in the State of Indiana, as *MORTGAGEES*,

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

Chicago Title Insurance
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2002 JUL -9 AM 9:44
MORRIS W. CARTER
RECORDER

Part of the Northwest Quarter of Section 8, Township 34 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point in the center of Joliet Road at the Northeast corner of the 3-3/4 acre tract deeded by William Gordon, and wife, to John Muzzall, November 20th, 1890, by deed recorded in Deed Record 51, page 363; thence Northwesterly along the centerline of Joliet Road, 50 feet; thence South 175 feet, more or less, to a point, said point being due West of an Iron Pipe, said Iron Pipe being on the East line of the 3-3/4 acre tract referred to above, and 160 feet South of the place of beginning of the herein described parcel; thence East to said Iron Pipe; thence North 160 feet to the place of beginning, in the city of Crown Point, in Lake County, Indiana.

AND
This Document is the property of
the Lake County Recorder!

Part of Lot 1, Glen Royal Addition to Crown Point, as per plat thereof, Recorded in Plat Book 19 page 25, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Northwest corner Of said Lot 1; thence South along the West line of said Lot 1, a distance of 76.39 feet; thence East 5.0 feet; thence North parallel to the West line of said Lot 1, a distance of 75.0 feet to the Southerly line of Joliet Street; thence Northwesterly 5.2 feet more or less to the point of beginning.

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: Forty-seven Thousand One Hundred Eighty-two and 39/100 Dollars (\$47,182.39), plus additional interest of 18% as provided in Note dated June 6, 2002, during such period when there shall be no 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 Appraisal 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 further covenants and agrees as follows:

1. To keep all building, 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 existence of said indebtedness or any portion thereof.

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2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements 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 mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability of said obligation.

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 Mortgagor; and any extension of time on this mortgage by Mortgagee 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. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

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.

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 its 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 latter 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.

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 cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real 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.

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.

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.

DATED this 28th day of June, 2002.


RICHARD JOHN KRETSCHMAR

By Aloyse M. Kretschmar, Attorney
in fact, Aloyse M. Kretschmar


ALOYSE M. KRETSCHMAR

The above signed here by certifies that to the best of his knowledge and belief a certain Power of Attorney Dated May 28, 1999 and Recorded June 1 1999 as Doc # 99045655 has not been revoked by the death of the Principapl, nor by voluntary revocation by principal

State of Indiana, Lake County, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of June, 2002, personally appeared ALOYSE M. KRETSCHMAR, attorney-in fact for RICHARD JOHN KRETSCHMAR and ALOYSE M. KRETSCHMAR, and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF have hereunto subscribed my name and affixed my official seal.

Donna C. Ward
Notary Public

Donna C. Ward
Printed Signature

My commission expires: 08/01/07

County of Residence: Porter



Mail to: Shawn D. Cox
Krieg DeVault Galvin
Suite 717
5231 Hohman Avenue
Hammond, IN 46320

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