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**REAL ESTATE MORTGAGE** JAMES W. CARTER  
RECORDER

THIS INDENTURE WITNESSETH, That HOMELAND ACQUISITIONS, INC. AS TRUSTEE FOR THE FOLLOWING TRUSTS:

1243 Cass Street Land Trust  
621 Mount Land Trust

(the "Mortgagor") of LAKE County, State of Indiana, MORTGAGES AND WARRANTS to ABLE MORTGAGE COMPANY (the "Mortgagee") of LAKE County, State of Indiana, the following described real estate in LAKE County, Indiana:

SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

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THIS MORTGAGE IS GIVEN TO SECURE THE FOLLOWING:

- A. The payment of a promissory note or notes ("Note 1"), executed by Mortgagor, to Mortgagee, dated July 5, 2002, in the original principal amount or amounts of THIRTY-THREE THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS (\$33,334.00) with maturity date or dates of DECEMBER 31, 2002.
- B. The payment of a promissory note or notes ("Note 2"), executed by Mortgagor, to Mortgagee, dated July 5, 2002, in the original principal amount or amounts of SIX THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$6,970.00). Said principal sum payable in thirteen (13) monthly installments of \$500.00 each, commencing on the 1<sup>st</sup> day of August, 2002, and ending on the 1<sup>st</sup> day of August, 2003, with a final payment of \$470.00 payable on the 1<sup>st</sup> day of September, 2003.
- C. Any renewal, extension or replacement of the indebtedness referred to in Paragraph A and Paragraph B above; and
- D. The performance by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

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5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date of dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses, and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. **General Agreement of Parties.** All rights and obligation hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage, this 5<sup>th</sup> day of July, 2002.

HOMELAND ACQUISITIONS, INC., TRUSTEE

By: [Signature]  
RICHARD DAWSON, PRESIDENT



STATE OF Indiana )  
COUNTY OF Lake ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Richard Dawson

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 5<sup>th</sup> day of July, 2002.

My commission expires: 4/22/2007

Signature [Signature]  
Printed Jonathan Peterson  
Residing in Lake County, Indiana.

This instrument was prepared by Robert F. Tweedle, Attorney at Law, 2633-45<sup>th</sup> Street, Highland, Indiana, 46322 (219) 924-0770.

Return to Columbia Group, Inc., PO Box 3493, Munster, IN 46321

## **EXHIBIT A**

### **PARCEL 1:**

Lot 25 in Block 8 in Aetna Manor Second Subdivision, as per plat thereof, record in Plat Book 28, page 39, in the Office of the Recorder of Lake County, Indiana.

**Commonly known as: 1243 Cass Street, Gary, Indiana 46403**

**Key No.: 25-41-272-25**

### **PARCEL 2:**

Lot 19, Block 13, New Brunswick Addition in the City of Gary, as per plat thereof, recorded in Plat Book 14, page 16, in the Office of the Recorder of Lake County, Indiana.

**Commonly known as: 621 Mount Street, Gary, Indiana 46404**

**Key No.: 25-46-80-19**

