

# REAL ESTATE MORTGAGE

**This indenture witnesseth that** NORMA HOLLINGSWORTH-RICO of MERRILLVILLE, INDIANA, **as MORTGAGOR,** Mortgage and Warrant to MARK E. HOLLINGSWORTH of PALM SPRINGS, CALIFORNIA **as MORTGAGEE,** her one-third (1/3) share of the following real estate in Lake County, State of Indiana, to-wit: **Lot 181, in Lincoln Gardens Third Addition, as shown in Plat Book 35, Page 33, in Lake County, Indiana, more commonly known as: 7908 Wilson Street, Merrillville, IN 46410 Tax Key #: 15-360-181**

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: **TWELVE THOUSAND DOLLARS**, said amount which represents a personal loan balance, bearing interest at the rate of 2.9%, owed by NORMA HOLLINGSWORTH-RICO, to MARK E. HOLLINGSWORTH, payable at the rate of **TWO HUNDRED DOLLARS** per month, with the first payment being due and payable on the 1<sup>st</sup> day of January, 2003, and on the 1<sup>st</sup> day of each month thereafter, for a period of sixty (60) months, until said loan has been repaid in full. This mortgage secures a Promissory Note dated the 13<sup>th</sup> day of November, 2002.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be 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 buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with 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, with 0- percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

**ADDITIONAL COVENANTS:** MORTGAGOR HEREBY STATES THAT SHE IS GIVING THE MORTGAGEE A SECOND MORTGAGE ON HER ONE-THIRD (1/3) SHARE OF HER PERSONAL RESIDENCE TO PERSONALLY GUARANTEE THIS DEBT. MORTGAGOR ALSO INDICATES THAT THIS MORTGAGE IS SUBORDINATE TO HER FIRST MORTGAGE. IN THE EVENT OF DEFAULT ON THE AGREEMENT BETWEEN THESE ENTITIES, MORTGAGEE SHALL HAVE THE RIGHT TO PROCEED WITH ANY AND ALL LEGAL REMEDIES AVAILABLE AS PROVIDED BY THIS SECOND MORTGAGE. THIS MORTGAGE SHALL BE RELEASED UPON PAYMENT IN FULL OF THE AFOREMENTIONED DEBT OF NORMA HOLLINGSWORTH-RICO.

Dated this 13<sup>th</sup> day of November, 2002.

*Norma Hollingsworth-Rico*  
NORMA HOLLINGSWORTH-RICO,  
MORTGAGOR

## STATE OF INDIANA, COUNTY OF LAKE:

Before me, the undersigned, a Notary Public in and for said County and State, this 13<sup>th</sup> day of November, 2002, personally appeared NORMA HOLLINGSWORTH-RICO and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 10 March, 2009  
County of Residence: Lake

*Antoinette Krupa*  
ANTOINETTE KRUPA, Notary Public

This instrument prepared by Attorney Jos. S. Irak, 9219 Broadway, Merrillville, IN 46410  
Atty. I.D. #4851-45 (219) 769-4552

*Return To*

*10-11-02 AS*

STATE OF INDIANA  
LAKE COUNTY  
NOTARY PUBLIC  
RECORDED  
NOV 13 2002  
PM 3:30  
CARTER