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LAKE COUNTY  
FILED FOR RECORD  
MORTGAGE DEED  
2003 079035

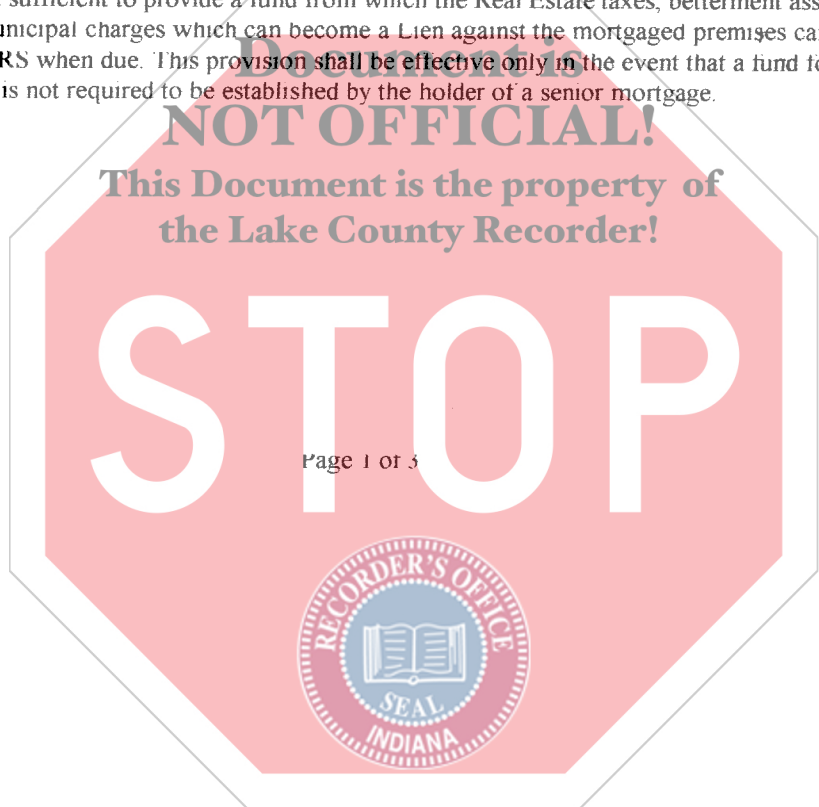
2003 079035

This mortgage is given by **Joshua P. Heavner**, hereafter called **BORROWER**, of 2612 E 109<sup>th</sup> Ave. Hebron, Indiana 46341, to **Gerald D. and Ethel E. Black**, hereafter called **LENDERS**, which term includes any holder of this Mortgage, to secure the payment of the Principal Sum of \$110,002.00 together with interest computed on the outstanding balance, all as provided in a Note having the date of this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by the **LENDERS** to the **BORROWER** and for the purpose expressed above, the **BORROWER** does hereby grant and convey to **LENDERS**, with **MORTGAGE COVENANTS**, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in **EXHIBIT A** attached hereto and made a part hereof and having a street address of: 2612 E. 109<sup>th</sup> Ave. Crown Point, Indiana 46307

**Borrower** further covenants and agrees that

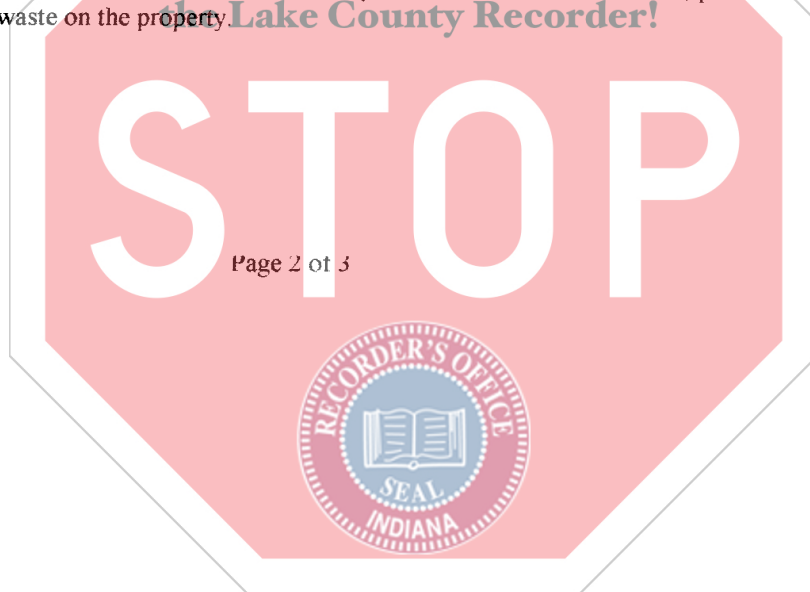
1. No Superior Mortgage or the Note secured by it will be modified without the consent of **LENDERS** hereunder.
2. Borrower will make with each periodic payment due under the **NOTE** secured by this Mortgage a payment sufficient to provide a fund from which the Real Estate taxes, betterment assessments and other municipal charges which can become a Lien against the mortgaged premises can be paid by the **LENDERS** when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.



→ Gerald Black  
 5160 Kelly Dr.  
 Rensselaer, IN 47978-5967

15-  
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3. In the event that BORROWER fails to carry out the covenants and agreements set forth here in, the LENDER may do and pay for whatever is necessary to protect the value or and the LENDER'S rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the LENDERS hereunder.
4. As additional security hereunder, BORROWER hereby assigns to LENDER'S, BORROWER'S rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the LENDER. LENDER shall be entitled to collect all costs and expenses, including reasonable attorneys fees incurred.
6. In the event that the BORROWER transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntary or in voluntarily, the LENDERS may at its option declare the entire debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the BORROWER to LENDERS, which are due or become due and whether now existing or hereafter contracted.
8. BORROWER shall maintain adequate insurance on the property in amounts and form of coverage acceptable to the LENDERS and the LENDERS shall be a named insured as its interest may appear.
9. BORROWER shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.



This mortgage is upon the STATUTORY CONDITION and the other conditions set forth hereon, for breach of which LENDER shall have the STATUTORY POWER OF SALE to the Existing under State Law.

*Josh Heavner*  
BORROWER

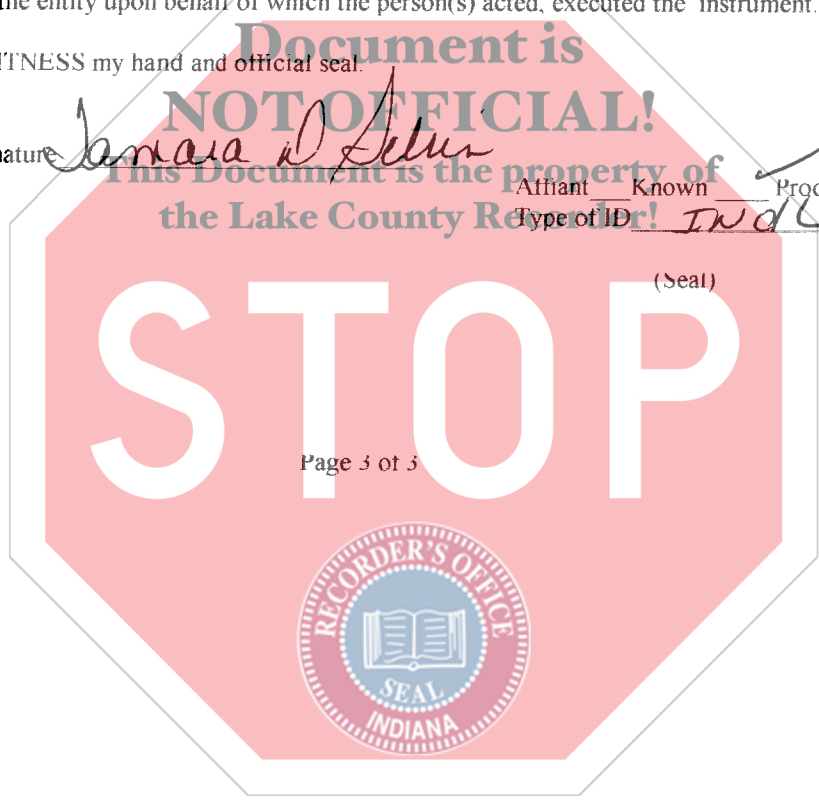
BORROWER

STATE OF INDIANA  
COUNTY OF LAKE

ON 5-2-02 BEFORE ME Tamara D Salrin  
Personally appeared Josh Heavner, (or proved to me that on the basis of satisfactory evidence, to be the person (s) whose name(s), is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ theirs authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tamara D Salrin Affiant  Known  Produced ID   
Type of ID INDL



## EXHIBIT A

Legal Description of property commonly known as 2612 E. 109<sup>th</sup>. Ave. situated in Lake County, in the State of Indiana, to wit:

Part of the SE  $\frac{1}{4}$  of Section 2, Township 34 North, Range 8 West of the 2<sup>nd</sup> P.M. in Lake County, Indiana, described as follows:

Beginning at a point on the South line of the SE  $\frac{1}{4}$  of said section 2 being 1747.27 feet West of the Southeast corner thereof; thence continuing along the said South Line South 87 degrees 40 feet 47 inches West, 178.18 feet; thence North 02 degrees 19 feet 13 inches West, 30.00 feet; thence North 00 degrees 01 feet 08 inches West 145.24 feet; thence North 85 degrees 43 feet 58 inches East, 154.53 feet; thence North 00 degrees 59 feet 13 inches West 114.53 feet; thence North 89 degrees 17 feet 14 inches East, 47.96 feet; thence South 00 degrees 59 feet 10 inches East, 79.02 feet; thence South 15 degrees 19 feet 9 inches West 82.43 feet; thence South 00 degrees 51 feet 38 inches West, 105.94 feet; thence South 02 degrees 19 feet 13 inches East, 30.00 feet to the beginning, containing 0.860 acres or less.

