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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

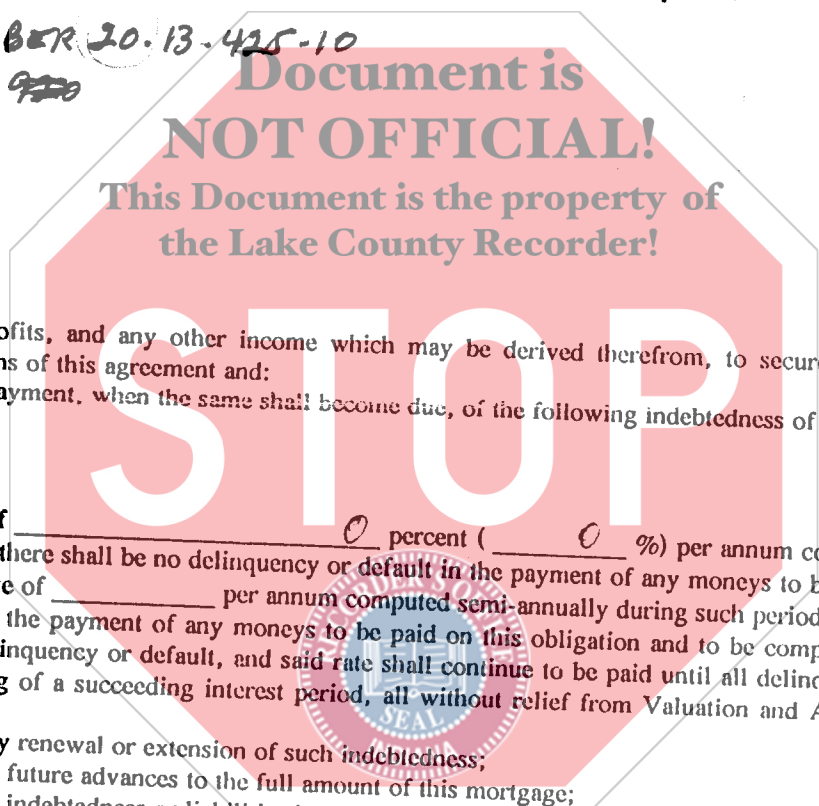
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REAL ESTATE MORTGAGE

This Indenture Witnesseth, That CHRIS S. PLATIS of LAKE County, in the State of INDIANA, as MORTGAGOR, Mortgages and warrants to RICHARD NEWELL of LAKE County, in the State of Indiana, as MORTGAGEE the following real estate in LAKE County, State of Indiana to wit:

920 TROON CT. SCHERERVILLE, INDIANA
LAKE LOT 10 IN THE REPLAT OF BLOCK 1 UNIT B
BRIAR RIDGE COUNTRY CLUB ADDITION, A PLANNED DEVELOPEMENT
IN THE TOWN OF SCHERERVILLE, INDIANA RECORDED IN PLAT BOOK 63,
PAGE 39 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA
KEY NUMBER 20.13.425-10
920



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:

with interest at the rate of 0 percent (0 %) per annum computed _____ during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of _____ per annum computed semi-annually during such period when there shall be any 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 Appraisalment 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.

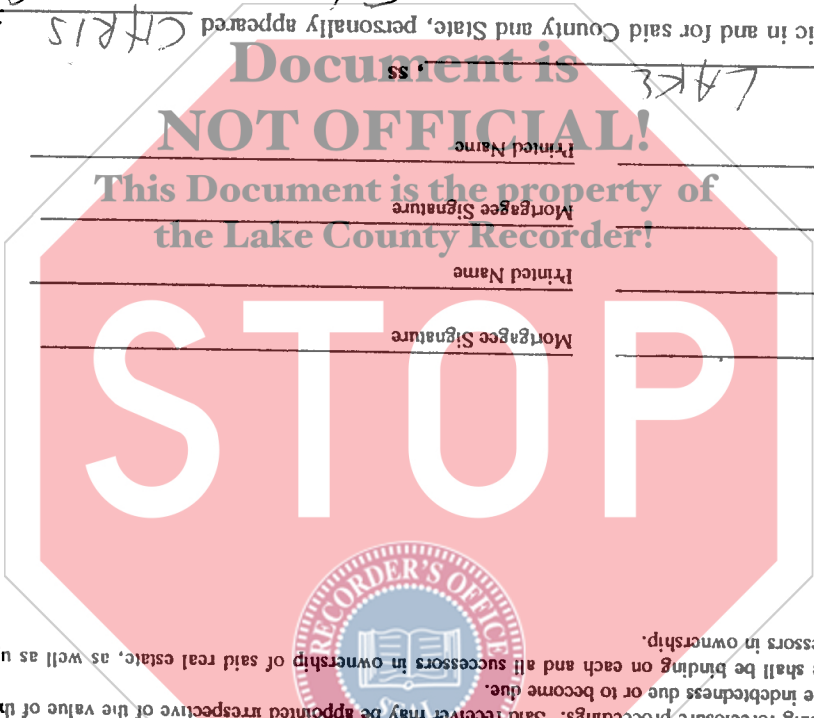
Mortgagor agrees to pay Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance, and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance, and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:
1. To keep all buildings, 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 the existence of said indebtedness or any portion thereof.



15.00
KM
cash

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 fixture(s) and/or appliance(s), 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; Mortgagee 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 on 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 Mortgagee, and any extension of time on this Mortgagee 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 Mortgagee 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 Mortgagee may, at his 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 later 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 Mortgagee due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this Mortgagee shall include all heating, plumbing, 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 Mortgagee and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagee to show the condition of the title at the date of said continuation and which sums necessarily spent for the continuation of the abstract of title to the said real estate, together with interest thereon at the rate of _____ percent per annum, shall become part of the debt secured by this Mortgagee and collectible 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 Mortgagee, or successors in ownership.
10. Additional Covenants:



Mortgagee Signature _____ Printed Name _____

Mortgagee Signature _____ Printed Name _____

Mortgagee Signature _____ Printed Name _____

Mortgagee Signature _____ Printed Name _____

State of Indiana, County of Lake, ss _____

Before me, a Notary Public in and for said County and State, personally appeared CHRIS S. PLATIS and _____, respectively of SCHERERVILLE, LAKE CO INDIANA, who acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal this date 2-19, 2007.

My commission expires 1-17-09.

Signature Carol Platis, Notary Public

County of Residence Lake

This instrument prepared by: _____ Resident of _____ County _____

Mall to:

PROMISSORY NOTE

\$ 7,500

Dated: 12-1, 2003

, 2003

Principal Amount

State of INDIANA

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of the sum of Richard Newell Dollars (\$), together with interest thereon at the rate of 0 % per annum on the unpaid balance. Said sum shall be paid in the manner following:

\$125.00 PER MONTH, Five years
LAKE LOT 10 in the replat of Block 1 unit B in Briar Ridge Country Club addition a planned unit development in the town of Schererville, Indiana recorded in plat book 63, page 39 in the office of the recorder of Lake County, Indiana key number 20-13-425-10

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within 30 days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 0 % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

