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2004 MAY 11 10:11 AM

LAKE COUNTY CLERK

MORTGAGE

THIS INDENTURE made this _____ day of May 2004,

WITNESSETH THAT: **THOMAS M. McHALE and JANE A. McHALE, "Mortgagors,"**

MORTGAGE AND WARRANT TO: **ALICE BOYLE, "Mortgagee,"**

the following described real estate located at 1248 Lily Lane, Town of Schererville, County of Lake, State of Indiana, and legally described as follows, to-wit:

Part of Lot 18 in Auburn Meadow Subdivision, Phase 4, in the Town of Schererville, Indiana, as per plat thereof, recorded in Plat Book 93 page 45, in the Office of the Recorder of Lake County, Indiana, described as: Commencing at the Northwest corner of said Lot 18; thence South 01 degrees 07 minutes 28 seconds East, along the West line of said Lot 18, a distance of 113.79 feet to the point of beginning; thence North 78 degrees 42 minutes 05 seconds East, 220.54 feet to a point on the curved Easterly line of said Lot 18; thence Southerly along said curved Easterly lot line, 3.47 feet to a point of reverse curve; thence continuing Southerly, along said curved Easterly lot line, 53.09 feet to the Southeast corner of said Lot 18; thence South 78 degrees 42 minutes 05 seconds West, along the Southerly line of said Lot 18, a distance of 240.30 feet to the Southwest corner of said Lot 18; thence North 01 degrees 07 minutes 28 seconds West, along the West line of said Lot 18, a distance of 55.88 feet to the point of beginning.

together with all building, improvements, appurtenances, privileges, rights and fixtures therein, thereon or thereto belonging (hereinafter called the "Real Estate") and the rents and profits of the Real Estate, which said rents and profits are not and hereby assigned to Mortgagee as of the date of any default in the performance of Mortgagors herein obligations.

IN CONSIDERATION FOR AND TO SECURE THE PAYMENT OF THE PRINCIPAL SUM OF TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00), evidenced by that certain Mortgage Note of even date herein within an in said principal amount, payable in such manner as set forth therein, and all future advances and additional amounts, all of said principal being payable in legal tender of the United States of America, at such place in the United States of America as the legal holder thereof may from time to time direct, and all principal being with attorneys' fees and without relief from valuation and appraisal laws of Indiana;

AND LIKEWISE IN CONSIDERATION FOR AND TO SECURE THE PERFORMANCE by Mortgagors of all Mortgagors' covenants, agreements, promises, payments and conditions hereinbefore or hereinafter set out in that certain continuing personal guaranty (which, together with said Mortgage Note and this Mortgage are hereinafter collectively called the "Loan Documents"), Mortgagors covenant with Mortgagee and warrant and represent as follows:

1. Title to and Condition and Use of Real Estate. That Mortgagors own the Real Estate in fee simple; that this instrument is a valid and subsisting first mortgage and lien thereon; upon any foreclosure hereof, Mortgagors to execute and deliver all further instruments necessary or deemed so by Mortgagee to effectuate the first mortgage security hereby intended to be given; to pay all indebtedness hereby secured as the same becomes due; to perform all covenants, agrees and obligations under the Loan Documents; to keep the Real Estate in good repair and not to suffer or permit waste thereon; to pay all taxes, impositions and assessments levied against the Real Estate and premises and to make all such payments when due, and to file receipts therefore with Mortgagee within ten (10) calendar days thereafter; to suffer or permit no liens of mechanics or materialmen to attach to the Real Estate; to pay, when the same become due, all encumbrances and liens upon the Real Estate; to permit nothing unlawful to be done upon the Real Estate or any thing that might impair the value of the security intended to be effected by this instrument; to comply with all laws, ordinances and rulings of the governmental agency in which the Real Estate is located relating to the Real Estate; to keep the premises herein described constantly insured for their full insurable value against the loss or damage by fire, lightening, tornado, windstorm, cyclone and plate glass, damage and otherwise in such manner as deemed necessary by the Mortgagee under the Loan Documents; that all obligations of the Mortgagors hereunder and under the Loan Documents, shall continue in full force and effect until all of the

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herein described obligations are fully performed and paid; that the Mortgagee may be at any time, by written agreement therefore with Mortgagors and without notice to any persona, extend the time for the performance of Mortgagors' obligations hereunder of any part hereof without thereby impairing, effecting, postponing or subordinating the lien of this Mortgage or releasing any person from liability hereunder that upon suit being brought to foreclose any lien upon the hereinbefore described premises, this Mortgage may be foreclosed for the entire principal sum, expenses, obligations and attorneys' fees hereby secured.

2. Future Advances and Additional Amounts. It is agreed and intended by the parties that the Mortgagee may make future advances to the Mortgagors, in any amount or amounts exceeding that of the obligation initially secured by this Mortgage or which may otherwise may become due as a result of such initial obligation. If such future advances or additional amounts are made, this Mortgage shall secure the payment of any and all such future advances and of any such additional amounts, whether or not said future advances or additional amounts are in any way related to, is of the same class as, or made for a similar or related purpose as, the obligation initially secured hereby; and further, whether or not there is any additional or other security given for such future advances or for such additional amounts; and further whether the undersigned Mortgagors are personally or principally obligated for the payment of such future advances or additional amounts, and whether or not a third persona or entity and not a party hereto is also personally or principally obligated thereon whether jointly or severally; and further, regardless of whether or not the Real Estate is owned by the Mortgagors and such future advances or additional amounts are the personal or principal obligation of only one of them; and further, whether or not the initial obligation secured hereby has been paid in whole or in part; and further, whether or not the Mortgagee shall have assigned or otherwise transferred its interest in the Real Estate to an assignee or a successor in interest, and whether or not such assignee or a successor in interest, and whether or not such future advances or additional amounts are made to Mortgagors by the Mortgagee or its assigns or its successors in interest; and further, whether or not there are any, or were any oral representations or other provisions of the Mortgage or any other document executed and/or delivered in conjunction with or related to the initial obligation secured hereby which are or may be construed to be in conflict with or in derogation of this paragraph in any manner whatsoever. Provided further, that such future advances or additional amounts are equally secured and to the same extent as the initial obligation secured hereby. The Mortgagee, its assigns and successors, at its opinion may accept a renewal note, or notes at any time for any portion of the initial obligation secured hereby, or for any portion of any such future advances or additional amounts secured hereby, and may extend the time for payment of any or all of said obligations without affecting the security of this mortgage and any manner whatsoever.

3. Foreclosure Rights and Default. That in the event of foreclosure of this Mortgage a reasonable sum shall be allowed for the attorneys' fees of Mortgagee, and also reasonable charges for all outlays incident to such foreclosure shall be allowed, and all such attorneys' fees and incidental charges shall be and become so much additional indebtedness hereby secured; that in the event of failure of the Mortgagors to keep, perform and pay each and every one of its covenants, agreements, payments and obligations hereinabove specified, and as set forth in the Loan Documents, the Mortgagee may, but is not required to do so, perform and keep said obligations, and any such money advanced by Mortgagee therefore, shall forthwith be due and payable by Mortgagors to Mortgagee, without demand therefore, without relief from valuation and appraisal laws; and with attorneys' fees, and any amount so advanced, shall be and become so much additional indebtedness secured hereby, and in the making of such payment or advance for Mortgagors, it shall not be obligatory upon Mortgagors to inquire into the validity or propriety of any obligation so paid by Mortgagee; that upon any default in payment or performance of the covenants, agreements, payments and obligations of Mortgagors as hereinbefore set out, or as set out in the Loan Documents, then the whole amount of the principal sum hereby secured, and all sums that may have been at the option of the Mortgagee and without notice, become immediately due and payable, and upon any such default the Mortgagee shall have the right immediately to foreclose this Mortgage. The omission of the Mortgagee to exercise said option upon any default as aforeinsaid, shall not preclude it from exercise thereof upon any subsequent default. That the making of any payment by Mortgagee hereunder or under the Loan Documents for any of the purposes permitted, shall in no event be construed as a waiver of the right to avail of any breach of covenant committed, but foreclosure of this Mortgage may, at the option of the Mortgagee be had for said default as if no such payment or advancement had been made; that Mortgagors will at all times indemnify and forthwith, on demand, reimburse Mortgagee from and for any loss, damage, expense or costs, including attorneys' fees, arising out of or incurred in connection with any suit or proceeding to which Mortgagee may be made a party by reason of this instrument, and in default of such reimbursement, the amount of such loss, damage, expense or costs, together with interest thereon at the highest rate for which it is now lawful to contract in Indiana, shall immediately become so much additional indebtedness secured by this Mortgage and payable immediately; that all rights and remedies hereby secured to Mortgagee are cumulative and not in any way in derogation of the rights of Mortgagee under the law of Indiana; that the covenants, agreements

and promises of the Mortgagors herein shall run with the land as a condition upon which the loan hereby secured was made, are of the essence of this instrument and any breach thereof shall be deemed a material breach going into the substance of hereof, and Mortgagors expressly waives its right to relief at law or equity from any forfeiture herein provided.

4. Appointment of Receiver. In any foreclosure proceedings the Mortgagee may request the appointment of a receiver for the benefit of Mortgagee, and for said receiver to have all powers usually incident to receivers appointed during the pendency of mortgage foreclosures and during the period for redemption, if any, from judicial sale.

5. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Real Estate provided that Mortgagors shall have Mortgagee's reasonable notice prior to any such inspection.

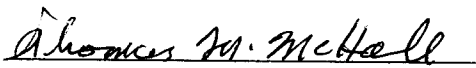
6. Release of Mortgage. That whenever the Mortgagors shall have fully paid the indebtedness hereby secured, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein and in the Loan Documents undertaken to be performed, than all of such covenants and agreements shall cease and determine (but not otherwise), and the Mortgagors shall be entitled to a satisfaction and release of this Mortgage, but shall pay the expense of recording same.

7. Miscellaneous. That the words Mortgagors and Mortgagee when used herein shall be taken to include singular and plural number, and masculine, feminine or neuter gender, as may fit the parties hereto; the forms of I, He, She and It, in any case or number and their compound forms with Self or Selves, shall, when used herein and in the Loan Documents or in the obligations secured hereby, if the context requires, be construed to be synonymous with each other, and that the forms of the verb "To be" in any tense or number shall, when the context requires, be construed as synonymous with each other.

8. Construction and Applicable Law. That this Mortgage, the Mortgage Note secured hereby and the Loan Documents are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein and therein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall insure to the benefit of the successors and assigns of the Mortgagee and of all holders of said mortgage note.

9. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagors provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagors at the Real Estate address or at such other address as Mortgagors may designate by notice to Mortgagee as provided herein; and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagors as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagors or Mortgagee when given in the manner designated herein.

IN WITNESS WHEREOF, the MORTGAGORS have hereunto set each their hand and seal on the date first above written.


THOMAS M. McHALE


JANE A. McHALE

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, the undersigned, a notary public in and for said County and State, personally appeared THOMAS M. McHALE and JANE A. McHALE, and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

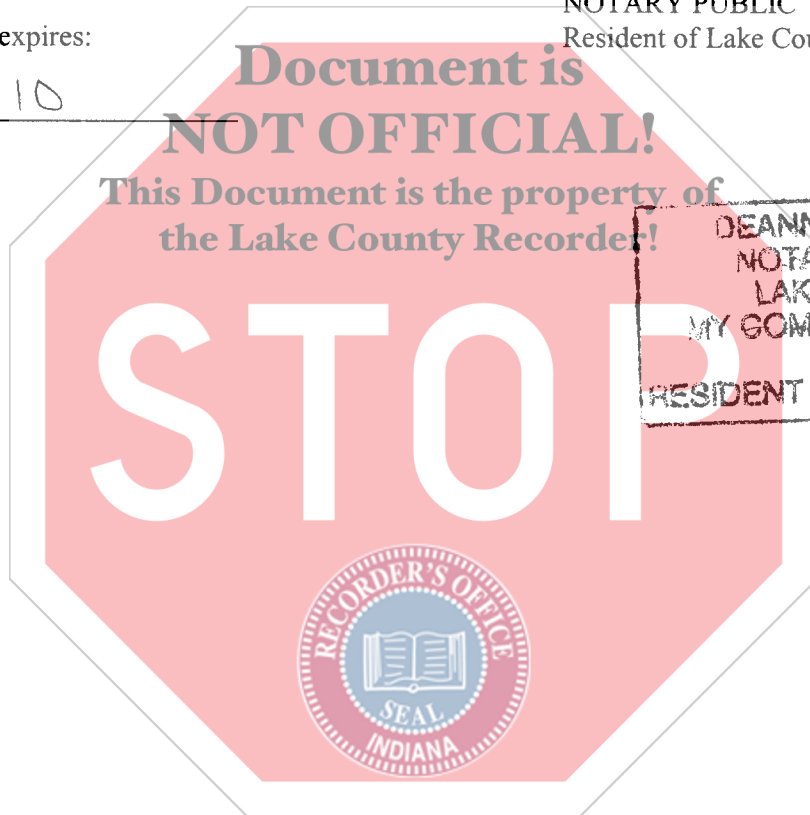
WITNESS my hand and Notarial seal, this 6 day of MAY 2004.

Deanna M. Laughlin
NOTARY PUBLIC

Resident of Lake County

My Commission expires:

2-28-10



DEANNA M. LAUGHLIN
NOTARY PUBLIC OF
LAKE COUNTY, IN
MY COMMISSION EXPIRES
2/28/2010
RESIDENT OF LAKE COUNTY, IN