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**Real Estate Mortgage**

THIS INDENTURE WITNESSETH, That JAMES B. DUNHAM and REBECCA J. DUNHAM, Husband and Wife (the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to RUTH M. DUNHAM, Trustee, or her successors in trust, under the RUTH M. DUNHAM LIVING TRUST, dated MAY 16, 1996, and any amendments thereto (the "Mortgagee"), of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

LOT 2, HILL AND VALE ESTATES ANNEX 2<sup>ND</sup> ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 34, PAGE 34, IN LAKE COUNTY, INDIANA, MORE COMMONLY KNOWN AS 8088 NORTHCOTE AVENUE, MUNSTER, IN 46321.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interest, 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.

This mortgage is given to secure the performance of the provision hereof and the payment of a certain promissory note ("Note" dated November 7, 2003, in the principal amount of FORTY-TWO THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND TWO CENTS (\$42,499.02) with interest as therein provided and with a final maturity date of November 1, 2014.

Said principal and interest are payable as follows:

132 installments of \$408.79 each, commencing December 1, 2003, and continuing on the same day of each successive month until the entire indebtedness is paid in full, which installments include both principal and interest.

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

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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 or mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notices 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 of 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 interest 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 accrues.
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 or dates of payment at the rate of nine percent (9%) 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 shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, 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 therefor, 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 such 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 obligations 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.
10. Interest rate shall increase to ten percent (10%) per annum during any period of default.
11. Pre-payment may be made without penalty, but must be made in increments of the monthly payment amount and will be credited to the last payment(s) due under the obligation.

12. Interest shall cease to accrue on any pre-payment. Any unearned interest theretofore collected will be computed and rebated when the loan is paid in full.
13. This mortgage is executed and delivered by the Mortgagor to Mortgagee to secure payment of part of the purchase price of the above and foregoing real estate.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this day, May 10, 2004.

Signed: James B. Dunham  
 JAMES B. DUNHAM

Signed: Rebecca J. Dunham  
 REBECCA J. DUNHAM

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

**Document is NOT OFFICIAL!**  
 This Document is the property of  
 the Lake County Recorder!

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared JAMES B. DUNHAM and REBECCA J. DUNHAM, who acknowledged the execution of the foregoing Real Estate Mortgage, and who having been duly sworn, stated that any representations therein contained are true.

WITNESS MY HAND AND SEAL this day, May 10, 2004.

Jean Scheeringa  
 Notary Public:  
 My Commission Expires: 12-26-2009  
 Resident County: LAKE

JEAN SCHEERINGA  
 NOTARY PUBLIC STATE OF INDIANA  
 LAKE COUNTY  
 MY COMMISSION EXP. DEC. 26, 2009

This instrument was prepared by: Rice & Rice Attorneys, Clifford J. Rice, 100 E. Lincolnway, Valparaiso, Indiana 46383, 219-462-0809.

