of Indiana, to wit:

REAL ESTATE MORTGAGE

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NOW ALL MEN BY THESE PRESENTS: That I wondered a grad
Whereas, Brian & Sheryl A Devarmin (horalistic and all sheriff
are justify indebted toCOOTT CENTIFIED BAINN, DED W. HOOSEVEIT HOAD, Chicago, Illinois 60607
whether one of more) in the sum of <u>Fight Thousand Five Hundred Dollars and No./100 +**</u>
), evidenced by a promissory note executed and assigned on even data because
installments of the fitting red Twenty - rour and 38/100****
Dollars (\$ 124.38), payable on the 28th day of each most before
. ASK / UU 4 and with a final maturity date of April 29th
18/2/013 , until such sum is paid in full (said promissory note, together with any note taken in substitution
To not officially retained to 43 tile 110te 1. Affu. 11181848. MODIDATORS Affect in Incluring agid independent in the control of the control
to secure the prompt payment thereof according to the tenor and effect of said Note, and compliance by Mortgagors with the requirements
of this Mortgage.
NOW, THEREFORE, in consideration of the premises, and for the purpose of accuracy
NOW, THEREFORE, in consideration of the premises, and for the purpose of securing the payment of said indebtedness, and any other indebtedness Mortgagors may once Mortgagors to provide the payment in full of the
the first and future improvements and future improvements and future improvements and future improvements.
all rents and profits and insurance and condemnation proceeds therefrom situated in Talko

A Parcel of Land Located in the County of Lake, State of Indiana, and known

Being Lot Number 6 Block 1 in Hawthorne Hills Unit NO. 1 as shown in the recorded Plat/ Map thereof in Book 33 Page 55 of Lake Count Records.

Docume 57939

(Said real estate and all other property hereinabove described, whether real or personal, and whether in whole or in part, is hereinafter referred to as "the premise"). This Document is the property of

TO HAVE AND TO HOLD the premises unto Mortgagee, and Mortgagee's successors, heirs and assigns, tosever.

all rents and profits and insurance and condemnation proceeds therefrom, situated in_

AND, Mortgagors do covenant with Mortgagee that they are lawfully seized in fee simple and possessed of the premises, and have good right to mortgage the same; that the premises are free from all liens, charges, encumbrances, easements, and restrictions whatsoever not herein specifically mentioned; and that, subject only to exceptions herein specifically mentioned. Montgagors do warrants and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever. 30°E THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions and agreements:

- 1. Mortgagors shall pay said principal indebtedness and interest thereon when and as due under the terms of the Note, and under any covenant, condition or agreement herein contained, together with any other indebtedness which Mortgagors may owe to Mortgagee.
- 2. The terms and conditions contained in the Note are incorporated herein by reference as if fully set forth hetein. The rights, options, powers and remedies provided for herein and under the terms of the Note shall be cumulative, and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.
 - 3. Mortgagors shall keep the premises in good condition and repair, and shall neither commit nor permit waste of the premises.
- 4. Mortgagors shall keep the premises free from all delinquencies in taxes, liens, assessments, charges and encumbrances upon the terms provided for in the Note.
- 5. Mortgagors shall keep the premises continuously insured with such companies, in such amounts and upon such terms as are provided
- 6. If and when this is a second mortgage Mortgagors shall make all payments of principal and interest on such prior mortgage in accordance with its terms and permit no event of default thereunder. Any event of default under any such prior mortgage shall constitute an event of default under the terms of this Mortgage and Mortgagee may, at its option, thereupon declare the entire indebtedness due hereunder immediately due and payable and this Mortgage subject to foreclosure.
- 7. If Mortgagors fail to insure the premises, or to pay and furnish receipts for all taxes, liens, assessments, charges and encumbrances, or to keep the premises in good condition and repair, or to pay all installments of principal and interest on any prior mortgage, all as hereinabove provided for, Mortgagee may, at its option, procure such insurance, pay such taxes, liens, assessments, charges and encumbrances, enter upon the premises and make such repairs as it may deem necessary, make any such payments which may become due on any prior mortgage, or incur any expenses or obligations on behalf of Mortgagors in connection with any prior mortgage in order to prevent the foreclosure thereof; and Mortgagors shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest thereon from the date the same was paid, and Mortgagee's costs, expenses and attorney's fees, and for payment thereof this Mortgage shall stand as security; but the failure of Mortgagee to do any such acts or make any such expenditures shall in no way render Mortgagee liable to Mortgagors.
- 8. If default be made in the payment of any of the indebtedness secured hereby, or in the performance of any covenant, condition or agreement contained in the Note or this Mortgage, or should the interest of Mortgagee in the premises become endangered by reason of the foreclosure of any prior lien or encumbrance, then the whole indebtedness hereby secured with all interest thereon shall, at the option of Mortgagee, become immediately due and payable and this Mortgage subject to foreclosure as now provided by law in the case of past due mortgages, and Mortgage shall be authorized to take possession of the premises. If this Mortgage shall be foreclosed by a judicial proceeding, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.
- 9. No delay or failure of Mortgagee to exercise any option herein given shall constitute a waiver of such option or estop Mortgagee from afterwards exercising the same.
- 10. If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, and shall do and perform all acts and agreements to be done and performed by Mortgagors under the terms and provisions of this Mortgage, then this Mortgage shall be and become null and void and Mortgagee shall release the same of record.
- 11. All awards of damages in connection with any condemnation for public use injury to any of the premises are hereby assigned and shall be paid to Mortgagee, who may apply the same to the payment of the installments under the Note in inverse order of maturity, whether or not then due, and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to
- 12. The term "Mortgagors", wherever used herein, shall mean the party or parties executing this Mortgage, jointly and severally, and all the conditions, covenants and agreements hereof shall bind the Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal

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representatives, successors and assigns of Mortgagee. The term "interest" as used herein shall be deemed to be this Annual Percentage Rate provided for in the Note, or if such rate should be in excess of the maximum legal rate then permitted by applicable law, such maximum legal rate.

13. If all or any part of the premises or any interest in the premises is sold or transferred without Mortgagee's prior written consent. Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagors notice of acceleration. This notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Mortgagors must pay all sums secured by this Mortgage. If Mortgagors fail to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagors.

notice or demand on Mortgagors. 14. The Mortgagee may sue on the Note at law, he may file an action in equity to foreclose the mortgage, and he may exercise all these rights at once, or any one of them alone, or any combination thereof. Mortgagors agree to pay a reasonable attorney's fee for the collection of amounts owed or the enforcement of rights under the Note or Mortgage.

IN WITNESS WHEREOF, the undersigned BRIAN D. DEYARMIN AND SHERYL H. DEYERMIN have hereunto set $\frac{1}{12}$ signature and seal this $\frac{23RD}{}$ day of _ _ . 19<u>__2004</u> FERRUARY DEYTHUR Printed INDIVIDUAL ACKNOWLEDGEMENT STATE OF INDIANA COUNTY OF Before me, a Notary Public in and for said County and State, appeared each of whom, having been duly sworn, acknowledged DEGARMIN SHERGK the execution of the foregoing Mortgage Witness my hand and Notarial Seal this. My Commission Expires: Notary Public 8-11-2009 This Document is the property of TRANSFER AND ASSIGNMENTET STATE OF INDIANA COUNTY OF _ For value received the undersigned hereby transfers, assigns and conveys unto all right, title, interest, powers and options in, to and under the within Mortgage as well as to the land described therein and the indebtedness secured thereby. hand and seal, this _ hereunto set_ In witness whereof the undersigned BY (Seal) TITLE CORPORATE ACKNOWLEDGEMENT STATE OF INDIANA COUNTY OF Before me, a Notary Public in and for said County and State, personally appeared and respectively, of ___, a corporation organized and existing , and acknowledged the execution of the foregoing Transfer and Assignment as under the laws of the State of such officers acting for an on behalf of said corporation. Witness my hand and Notarial Seal this___ _ day of My Commission Expires: Notary Public County of Residence:_ Printed INDIVIDUAL ACKNOWLEDGEMENT STATE OF INDIANA SS: COUNTY OF _ Before me, a Notary Public in and for said County and State, appeared _____ each of whom, having been duly sworn, acknowledged the execution of the foregoing Transfer and Assignment. Witness my hand and Notarial Seal this_ day of My Commission Expires: Notary Public Printed County of Residence: This instrument was prepared by:

First American Equity Loan Services, Inc. 151 N. Delaware Street # 1700 Indianapolis, 1N 46204-2518 (317)637-6277