

## RELEASE OF MORTGAGE

FOR VALUABLE CONSIDERATION it is certified that a certain mortgage executed by ANNA KREN on the 14<sup>th</sup> day of July, 1993, securing the principal sum of Seventy Four Thousand Dollars (\$74,000.00), which mortgage was duly recorded in the office of the Recorder of Lake County, Indiana on the 19<sup>th</sup> day of July, 1993, as document number 93046358 and which mortgage encumbers the following described real estate:

**PARCEL I: Lot 4 in Beaver Dam Acres, Unit 1, as per plat thereof, recorded in Plat Book 44, page 139, In the Office of the Recorder of Lake County, Indiana.**

**PARCEL II: Lot 3 in Beaver Dam Acres, Unit 1, as shown in Plat Book 44, page 139 in the Lake County, Indiana, EXCEPT for the following portion thereof: Commencing at the Northwest corner of Lot 3; thence South 02 degrees 15' 56" East along the West line thereof, 351.11 feet to the Southwest corner of said Lot 3; thence South 89 degrees 58' 09" East along the South line thereof, 150 feet; thence North 24 degrees 18' 07" West, 283.2 feet to an iron pipe; thence North 27 degrees 07' 19" West, 104.27 feet to the Northwest corner of said Lot 3 and the point of beginning.**

**COMMONLY KNOWN AS: 6433 155<sup>th</sup> West Court, Crown Point, IN 46307**

is hereby RELEASED AND SATISFIED!

DATED THIS 26<sup>th</sup> DAY OF MAY, 2004.

*This Document is the Property of  
the Lake County Recorder!*

STATE OF INDIANA )  
COUNT OF LAKE )

ANNA KREN

MORRIS W. CARTER  
RECORDER

2004 MAY 17 AM 10:11

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Before me, a Notary Public in and for said County and State, did personally appear ANNA KREN, this 26<sup>th</sup> day of MAY, 2004, and acknowledged the execution of the above and foregoing Release of Mortgage to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my seal.

My commission expires:

CAROLA A. ANGUS  
CAROLA A. ANGUS  
Notary Public, State of Indiana  
County of Lake

My Commission Expires May 6, 2011  
This instrument prepared by:

Robert F. Tweedle, #20411-45

Attorney at Law  
2633 - 45<sup>th</sup> Street, Highland, IN 46322  
(219) 924-0770

Notary Public

Resident of LAKE County

**HOLD FOR FIRST AMERICAN TITLE**

813342

15  
DC  
FA

93046358

**REAL ESTATE MORTGAGE.**

THIS INDENTURE: WITNESSETH, That

DIANE COUNTS,

(the "Mortgagor") of Lake, County, State of Indiana, MORTGAGE  
AND WARRANT to ANNA KREN,(the "Mortgagee") of Lake, County, State of Indiana, the  
following described real estate in Lake, County, Indiana:PARCEL I: Lot 4 in Beaver Dam Acres, Unit 1, as per plat thereof, recorded in Plat Book 44,  
page 139, in the Office of the Recorder of Lake County, Indiana.PARCEL II: Lot 3 in Beaver Dam Acres, Unit 1, as per plat thereof, recorded in Plat Book 44,  
page 139, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that  
part described as follows: Beginning at the Northwest corner of Lot 3; thence South 02 degrees  
15 minutes 16 seconds East, along the West line thereof, 351.11 feet to the Southwest corner of  
said Lot 3; thence South 89 degrees 58 minutes 09 seconds East, along the South line thereof,  
150 feet; thence North 24 degrees 18 minutes 07 seconds West, 283.2 feet to an iron pipe;  
thence North 22 degrees 07 minutes 19 seconds West, 104.27 feet to the Northwest corner of  
said Lot 3 and the point of beginning.

Commonly known as: 6433 - 115th Court W, Crown Point, Indiana 46307

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests,  
easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging,  
pertaining, 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 provisions hereof and the payment of  
a certain promissory note ("Note") dated 1993, in the principal amount of  
. Seventy-four Thous and 00/100 Dollars (\$ 74,000.00) with interest as therein  
provided and with a final maturity date of July 1, 2008.

Said principal and interest are payable as follows:

In monthly installments of Six Hundred Twenty-four and 45/100 Dollars  
(\$624.45) payable commencing on August 1, 1993 and on the first day of each  
month thereafter until paid in full, with interest at the rate of six percent  
(6%) per annum on the unpaid balance until paid.

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 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 of mechanics or materialmen to attach to or remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor will 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 in sufficient amounts acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazard as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses retaining all proceeds of such policies payable to the Mortgagor and the Mortgagee as their respective interest may appear. All expenses of insurance shall be delivered to and received 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 accrue.
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 of advance or payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, judgments which may hereafter become prior and senior to this mortgage, charges for labor on the Mortgaged Premises, or any part thereof, and all costs of collection, 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.

800  
b

- 6. Default by Mortgagor; Remedies of Mortgagor.** 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 abscond the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, 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 Mortgagor may convey the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the costs thereof to the principal balance due.
- 7. Non-Waiver; Remedies Cumulative.** Non-delivery by the Mortgagee in the exercise of any of his rights hereunder shall not preclude the exercise of such rights thereafter if the Mortgagor is in default hereunder, and no non-delivery 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 indebtedness, or reduce the payments thereon, or consent to a renewal note thereon, without consent of any junior lien holder, and without the consent of the Mortgagee, 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 of the Mortgagor to the Mortgagee.
- 9. General Agreement of Parties.** All covenants, obligations, agreements, etc., contained in and binding upon the several heirs, executors, trustees, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural and vice versa. 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.

# Document is NOT OFFICIAL!

**This Document is the property of  
the Lake County Recorder!**

IS WITNESS WHEREOF, the Mortgagor has executed the mortgage this 14TH day of JULY,

1993.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

*Diane C. Countis*

Printed: **DIANE, COUNTIS**

Signature \_\_\_\_\_

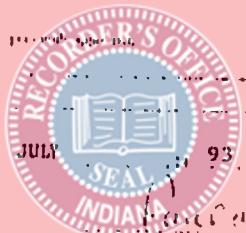
Signature \_\_\_\_\_

Printed: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF LA

SS

**DIANE, COUNTIS**



**PAULA BARRICK**

Notary Public

Signature \_\_\_\_\_

Printed: **PAULA BARRICK**

My commission

10-2-93

Notary Public

Lake County, Indiana

County of Ross, State of Ohio

Notary Public

John M. SEDIA, #237-45, 2633-45th St., Highland, IN, attorney at law.

Telephone: (219) 924-0770