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MORTGAGE

2004 046685

Return to:  
Brian P. Popp  
200 East 80<sup>th</sup> Place, Suite 200  
Merrillville, IN 46410

### REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That DAVID T. BOOD and JOAN T. BOOD, Trustees of the David T. and Joan T. Bood Revocable Living Trust, hereinafter referred to as the "Mortgagor" of Lake County, State of Indiana, MORTGAGES AND WARRANTS to TIMOTHY BOOD, hereinafter referred to as the "Mortgagee" of Lake County, State of Indiana, the following described real estate in Lake County, Indiana being particularly described as:

**Lot No. Two (2) in Block Two (2) as marked and laid down in the recorded plat of "Roachdale Farm" being a subdivision of all of that part of the Northeast Quarter of the Northwest Quarter of Section Twenty-five (25), Township Thirty-six (36) North, Range Eight (8) West of the Second Principal Meridian in the City of Hobart, Lake County, Indiana**

Commonly known as: 2609 West 37<sup>th</sup> Avenue, Hobart, IN 46342 (hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, or attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain Promissory Note ("Note") dated June 5, 2004, in the principal amount of FIVE THOUSAND DOLLARS (\$5,000.00) with interest as therein provided and with a final maturity date of: ON DEMAND.

Said principal and interest are payable as follows: ON DEMAND.

The Mortgagor covenants and agrees with Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this Real Estate Mortgage, on the dates and in the amounts as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
  - (a) **Prepayment.** Purchaser may make prepayments of any amount due hereunder at any time without penalty or premium. Interest on the amount prepaid shall not accrue after the date on which Purchaser makes any prepayment. No partial prepayment of the outstanding, unpaid principal balance of the Purchase Price shall relieve Purchaser from continuing to make scheduled payments as they become due and payable.
2. **No Liens.** The Mortgagor shall not permit any mortgage other than this mortgage or any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof.
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 with 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 the full amount of the Purchase Price or in such other 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 interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

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4. **Real Estate Taxes and Assessments.** The Mortgagor shall pay a prorata portion of all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, in addition to the monthly amortization of the Promissory Note before penalties accrue. The Mortgagee shall be responsible for timely forwarding said payments to the appropriate taxing authority.
5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, at the election of the holder, and shall bear interest from the date or dates of payment at the rate of six percent (6.0 %) 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 Real Estate Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses, and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Real Estate Mortgage or to the Mortgaged Premises.
6. **Default of 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 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 Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of the title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due. In the event of any default by Mortgagor, Mortgagee may collect all costs incurred in pursuing any remedies including, but not limited to, reasonable attorney fees, costs of the title evidence and survey.
7. **Non-Waiver, Remedies Cumulative.** Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any 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 rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.
8. **Extensions, Reductions, Renewals, Continued Liability of Mortgagor and Guarantor(s).** The Mortgagee, at its 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 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 Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor and Guarantor(s), if any, to the Mortgagee.
9. **General Agreement of Parties and Severability Clause.** This Contract constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof; this Contract supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof. No change or modification of this Contract shall be valid unless the same be in writing and signed by the Purchaser and the Seller. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party to be charged. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. Any clause or part of this contract which may be declared void shall be severable and the balance of this Contract is to remain in full force to the full extent allowable by law and provided such would not result in injustice or unfairness to either party hereto.
10. **Application of Sums.** Unless applicable law or other provisions of this Mortgage or the Note provide otherwise, all payments received by Mortgagee shall be applied in the following order: first, to costs incurred by Mortgagee as a result of Mortgagor's default under this Mortgage or the Note; second, to late charges; third, to interest; and last, to principal; in each case, when due.

11. **Preservation and Maintenance of the Property.** Mortgagor shall:

- (a) Not commit waste or permit impairment or deterioration of the Property;
- (b) Not abandon the Property;
- (c) Restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, such other condition as lender may approve in writing, in the event of any damage, injury, or loss to the Property, whether or not insurance proceeds are available to cover the whole or any part of the costs of such restoration or repair;
- (d) Keep the Property, including equipment, machinery and appliances, and all personal property purchased in connection with the purchase of the Real Estate, in good repair, and shall replace them, when necessary, to keep them in good repair;
- (e) Comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property; and
- (f) Neither Mortgagor or any other person shall remove, demolish or alter any improvements now existing or subsequently erected on the Real Estate, or any fixture, equipment, machinery, appliance, or any personal property sold in connection with the Real Estate, except when incident to the replacement of any such item of such property, equipment, machinery, and appliance with items of a like kind, and no alterations of any of the Real Estate may be made except upon the prior written approval of Mortgagee.

13. **Governing Law.** This Real Estate Mortgage shall be governed by the laws of the State of Indiana.

Mailing Address of Mortgagee:

Timothy Bood  
2609 West 37<sup>th</sup> Avenue  
Hobart, IN 46342

IN WITNESS WHEREOF, the Mortgagor, has executed this Real Estate Mortgage, this 5<sup>th</sup> day of June, 2004.

David T. Bood  
David T. Bood

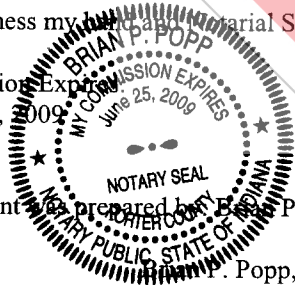
Joan T. Bood  
Joan T. Bood

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State personally appeared David T. Bood and Joan T. Bood who acknowledged the execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this 5<sup>th</sup> day of June, 2004.

My Commission Expires  
June 25, 2009



Brian P. Popp  
Brian P. Popp, Notary Public  
Residing in Porter County

This instrument was prepared by Brian P. Popp, Attorney at Law, 200 East 80<sup>th</sup> Place, Suite 200, Merrillville, IN 46410

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