FILED FOR RECORD

2004 055422

200% JUH 30 PH 3: 6:

RETURN TO:

RHETT L. TAUBER, ESQ. TAUBER & WESTLAND, P.C. 9211 BROADWAY MERRILLVILLE, INDIANA 46410 MORAS W CAMER RECORDER

REAL ESTATE MORTGAGE

This indenture witnesseth that **GRETA S. LAMBERT**, of Lake County, Indiana, as Mortgagor, MORTGAGES AND WARRANTS TO **BRAD M. LAMBERT**, of Lake County, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

PART OF TRACT 7 IN PHASE ONE OF PEBBLE BROOKS, A PLANNED UNIT DEVELOPMENT IN CROWN POINT, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 69 PAGE 39, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, WHICH PART OF SAID TRACT 7 IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE NORTH 14 DEGREES 01 MINUTES 57 SECONDS WEST, ALONG THE WESTERLY LINE THEREOF, 44.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 14 DEGREES 01 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY LINE, 28.00 FEET; THENCE NORTH 75 ON THE CURVED EASTERLY LINE OF SAID TRACT 7; THENCE SOUTHERLY ALONG SAID CURVED EASTERLY LINE, ON A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 53.0 FEET, AN ARC DISTANCE OF 28.34 FEET; THENCE SOUTH 75 DEGREES 58 MINUTES 03 SECONDS WEST, 83.78 FEET TO THE POINT OF BEGINNING.

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: a Promissory Note dated June 29, 2004, wherein Greta S. Lambert promises to pay to the order of Brad M. Lambert the sum of \$3,492.16 payment schedule described in the Note.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and failing to do so, the



Mortgagee may pay said taxes or insurance, and the amount so paid, with six percent (6%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

Additional Covenants: None.

Dated this 29th day of June, 2004.

RETAS LAMADED

STATE OF INDIANA

COUNTY OF LAKE

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Greta S. Lambert** and acknowledged the execution of the foregoing Mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 29th day of June, 2004.

the Lake County Record Rhett L. Tauber, Notary Public

My Commission Expires: 10/15/06 County of Residence: Lake

This instrument prepared by Rhett L. Tauber, Esq., Tauber & Westland, P.C., 9211 Broadway, Merrillville, Indiana 46410/Phone: 219.769.6474

-2-