

2 TRUST DEED  
SECOND MORTGAGE (INDIANA)

**THIS INDENTURE WITNESSETH,**

That  
LINN D. JOHNSON AND JOAN E.  
JOHNSON, husband and wife  
(hereinafter called the Grantors), of  
Hammond, Lake County, IN  
for and in consideration of the  
sum of Nine thousand DOLLARS  
(\$9,000.00) in hand paid, CONVEY,  
MORTGAGE AND WARRANT to

JERRY A. FOGELMAN  
13122 Merganser Cove, Plainfield, Will County, IL 60544

2004 075004

LAKE COUNTY  
FILED FOR RECORD

2004 JUL 21 10:00 AM

REC'D

as Trustee, and to his successors in trust hereinafter named, to secure the payment of a lump sum promissory note executed even date herewith maturing one year from this date, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Lake and State of Indiana, to-wit:

Lot 1 in Beverly Hills 9th addition in the city of Hammond as per plat thereof recorded in Plat Book 32, page 36, in the office of the Recorder of Lake County, IN

commonly known as: 1260 177th Street, Hammond, IN 46324

Permanent Real Estate Parcel Number: 26-32-0234-0001

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors are justly indebted upon a promissory note bearing even date herewith, payable one year from its date. The GRANTORS expressly agree to pay the debt above secured without any relief whatsoever from valuation or appraisal laws of the State of Indiana.

THE GRANTORS further covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the Grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at 5% (five per cent) per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 5% (five per cent) per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

11.00  
LP  
1.00  
over  
3572

IT IS AGREED by the Grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantors; and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxes as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantors for the Grantors and for their heirs, executors, administrators and assigns of the Grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Grantors and Owners are: LINN D. JOHNSON and JOAN E. JOHNSON

This trust deed is subject to a prior first mortgage.

In witness whereof the grantors have executed this Trust Deed this 7 day of August, 2004.

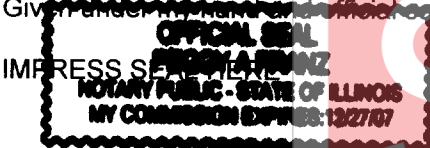
*Linn D. Johnson*  
\_\_\_\_\_  
Linn D. Johnson

*Joan E. Johnson*  
\_\_\_\_\_  
Joan E. Johnson

State of Illinois )  
County of Will ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linn D. Johnson and Joan Johnson, husband and wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 7th day of August, 2004.



*Peggy A. Franz*  
\_\_\_\_\_  
Notary Public

This instrument was prepared by: JERRY A. FOGELMAN, Attorney at Law  
13122 Merganser Cove  
Plainfield, IL 60544  
(815) 254-6881

