

CHICAGO TITLE INSURANCE COMPANY

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. LINDMAN  
RECORDER

**REAL ESTATE MORTGAGE**

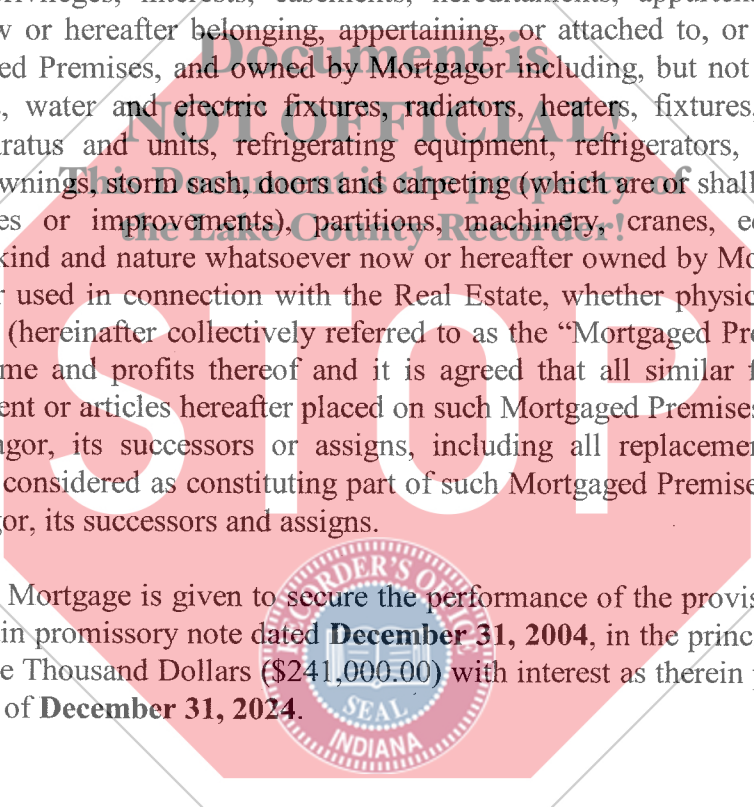
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THIS INDENTURE WITNESSETH, That Hessville Assembly of God of Hammond, Indiana, Inc., a IN not-for-profit Corporation (hereinafter referred to as "Mortgagor") of Lake County, State of IN ("Mortgagor"), MORTGAGE(S) AND WARRANT(S) to **ASSEMBLIES OF GOD FINANCIAL SERVICES GROUP**, a Missouri not-for-profit Corporation (the "Mortgagee") of Greene County, State of Missouri, the following described real estate in Lake County, IN:

SEE ATTACHED SCHEDULE "A"

And commonly known as: 7350 Kennedy Avenue, 7337 Marshall Avenue, 7339 Marshall Avenue, and 7343 Marshall, Hammond, IN (hereinafter referred to as the "Real Estate") 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 owned by Mortgagor including, but not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, doors and carpeting (which are or shall be attached to such building, structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used in connection with the Real Estate, whether physically attached to the Real Estate or not (hereinafter collectively referred to as the "Mortgaged Premises") and all the rents, issues, income and profits thereof and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such Mortgaged Premises by Mortgagor, and owned by Mortgagor, its successors or assigns, including all replacements or substitutions therefore, shall be considered as constituting part of such Mortgaged Premises, all to the use and benefit of Mortgagor, its successors and assigns.

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note dated **December 31, 2004**, in the principal amount of Two Hundred Forty-One Thousand Dollars (\$241,000.00) with interest as therein provided and with a final maturity date of **December 31, 2024**.



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The Mortgagor jointly and severally covenant and agree with the Mortgagee that:



1. **Payment of Indebtedness.** The Mortgagor shall pay to Mortgagee 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, which indebtedness shall include all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Mortgagor to Mortgagors, or any of their successors or assigns, together with interest thereon at such a rate as shall be agreed upon.

2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or material men to attach to and 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 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 such 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.

4. **Taxes and Assessments.** The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof as and when due, and before penalties accrue.

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 rates stated in Promissory Note of even date. 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 by Mortgagors, Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, 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.

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 therefore without consent of any junior lien holder, and without consent of the Mortgagor if the Mortgagors have 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.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

Mailing Address of Mortgagee:

AGFSG – Loan Services  
PO Box 1867  
Springfield, Missouri 65801-1867

**IN WITNESS WHEREOF**, the Mortgagor have executed this Real Estate Mortgage, this 31st day of December, 2004.

Hessville Assembly of God of Hammond, Indiana, Inc.

By: James W. Goettel  
Rev. James W. Goettel, Pastor

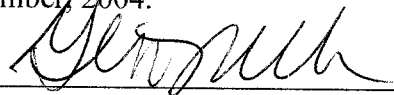
By: Karen Lawrence  
Karen Lawrence, Secretary



STATE OF INDIANA )  
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COUNTY OF LAKE )

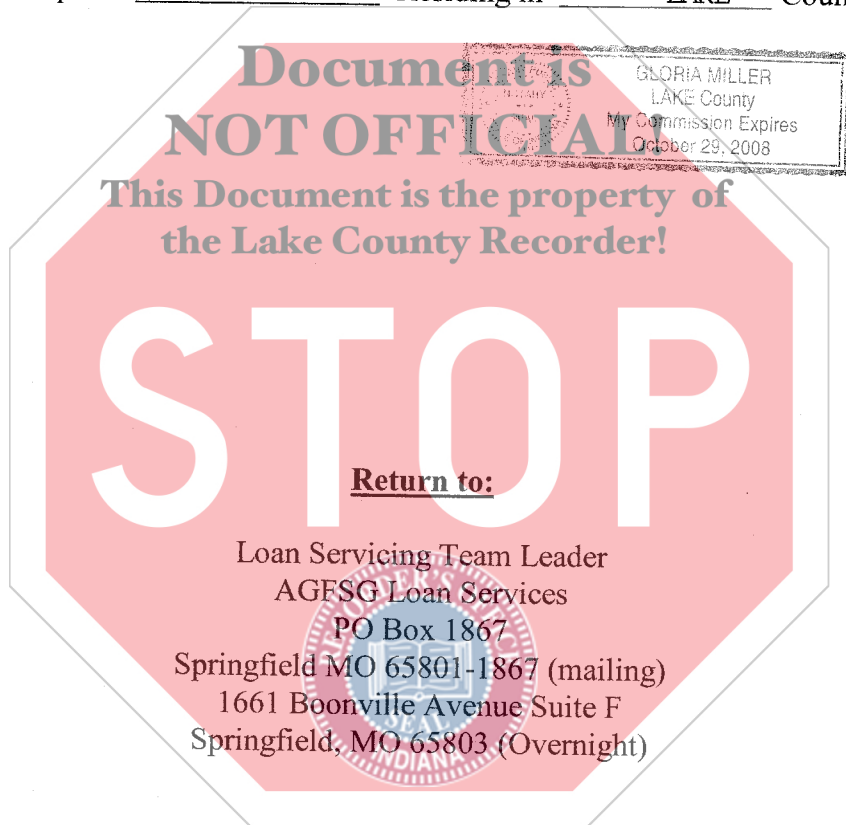
Before me, a Notary Public in and for said County and State, personally appeared Rev. James W. Goettel and Karen Lawrence, Pastor and Secretary of the Official Board of Hessville Assembly of God of Hammond, Indiana, Inc., an incorporated association, who, having been duly sworn, acknowledged the execution of the foregoing document on behalf of Hessville Assembly of God of Hammond, Indiana, Inc.

Witness my hand and Notarial Seal this 31st day of December, 2004.

Signature 

GLORIA MILLER Notary Public

My Commission expires: \_\_\_\_\_ Residing in LAKE County, IN.



## LEGAL DESCRIPTION

Parcel 1:

Lot 13, Block 1, Roxana First Addition, to the City of Hammond, Lake County, Indiana, as per plat thereof, recorded in Plat Book 20, page 24, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Lot 12, Block 1, Roxana First Addition, to the City of Hammond, Lake County, Indiana, as per plat thereof, recorded in Plat Book 20, page 24, in the Office of the Recorder of Lake County, Indiana.

Parcel 3:

Lots 16 and 17, Block 1, Roxana First Addition, to the City of Hammond, Lake County, Indiana, as per plat thereof, recorded in Plat Book 20, page 24, in the Office of the Recorder of Lake County, Indiana.

Parcel 4:

Lots 18, 19, 20, 21, 22, and 23, in Block 1, in J.R. Brant's Parkview Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 20, page 21, in the Office of the Recorder of Lake County, Indiana.

