

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 005642

2005 JAN 26 AM 8:53

REAL ESTATE MORTGAGE MICHAEL A. CROWN
RECORDER

This indenture witnesseth that Walter J. Swets and Diana L. Swets, husband and wife of Porter County, State of Indiana, as MORTGAGOR,

Mortgage and warrant to Donald and Judith DeGroot, husband and wife, or the survivor of them of WILL County, Illinois as MORTGAGEE,

the following real estate in Lake County State of Indiana to wit:

Lot 6, 7, and 8, Block 7, Franklin Addition to City of Hammond, Plat Book 4, Page 16, Office of Recorder Of Lake County, Indiana; commonly known as 542-544 Conkey Street, Hammond, Indiana 46324 Real Estate Tax Key Number: 33-156-6 and 7

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

A promissory note, and the indebtedness therein, by and between Mortgagors as obligor and Mortgagees as holders; including any renewals, extensions or modifications and any other existing and/or future indebtedness owed by Mortgagor to Mortgagees. The original principal balance of the Note is \$85,000.00. The total indebtedness, secured by this Mortgage, shall not exceed \$150,000.00.

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 eight percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:

The breach or default of the Promissory Note shall constitute a default hereunder.

Until the entire indebtedness, secured hereunder, is paid Mortgagor may not sell, transfer or assign the real estate, any portion thereof, or any interest therein without the written consent of Mortgagee. In the event of a breach or default hereunder, Mortgagee shall be entitled to recover all costs and expenses, including reasonable attorney fees, in addition to all sums and balances/duc.

STATE OF INDIANA, LAKE COUNTY: SS Dated this 16th day of December, 2004.

Before, me the undersigned, a Notary Public in and for said County and State, this 16th day of December, 2004 personally appeared Walter J. Swets and Diana L. Swets, husband and wife and acknowledged the execution of the foregoing Mortgage. In witness whereof,

I have hereunto subscribed my Name.
My Commission Expires: 12-12-2006
Resident of LAKE County, Indiana

Walter J. Swets
WALTER J. SWETS
Diana L. Swets
DIANA L. SWETS

Kenneth A. Manning
Notary Public

Instrument Prepared By: Kenneth A. Manning, Attorney at Law, 200 Monticello Drive, Dyer, Indiana 46311; Attorney Number: (9015-45); Phone: (219) 865-8376

CR#
2011
12.00 PR