STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 048758

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MICHAEL A. BOOWN

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That HOME LUMBER CO., LLC, an Indiana Limited liability Company ("Mortgagor") of Lake County State of Indiana, MORTGAGES AND WARRANTS to MARIE M. BECKMAN ("Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Part of the Northwest ¼ of Section 10, Township 34 North, Range 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows:

Commencing at a point on the South line of the Northwest ¼ of said Section 10 and 1139.65 feet (as measured on said South line thereof) East of the Southwest corner; thence North 00 degrees 01 minutes 30 seconds East and parallel with the East line of the Northwest ¼ of said Section 10, a distance of 320.00 feet, to the point of beginning; thence continue North 00 degrees 01 minutes 30 seconds East 613.05 feet; thence North 89 degrees 45 minutes 20 seconds East 292.63 feet, along a line parallel with the South line of said Northwest ¼; thence South 18 degrees 22 minutes 42 seconds East 361.17 feet, to a point of curve; thence Southerly 200.51 feet along the arc of a circle of 540.00 feet radius convex Westerly and having a chord bearing of South 29 degrees 00 minutes 58 seconds East, to point of reverse curve; thence Southerly, 107.96 feet along the arc of a circle of 260.00 feet radius convex Easterly and having a chord bearing of South 27 degrees 45 minutes 30 seconds East; thence South 89 degrees 45 minutes 20 seconds West 553.40 feet along a line parallel with the South line of said Northwest ¼ to the point of beginning.

Commonly known as 11200 Delaware Parkway, Crown Point, Indiana.

(hereinafter referred to as the "Mortgaged premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation in the sum of Nine Hundred Seven Thousand and 00/100 Dollars (\$907,000.00), which is the principal amount remaining due under the provisions of the Dissolution Decree and Property Settlement, Custody, Support and Visitation Agreement approved by the Lake Superior Court, Room 4, under cause number 45D04-9505-DR-00584, in the cause entitled: In Re the Marriage of Joseph K. Beckman and Marie M. Beckman. Interest shall not accrue upon the unpaid balance during such time as there is no delinquency or default in the Payment of any moneys to be paid on this obligation. In the event of delinquency or default, interest at the rate of 6.5% per annum computed semi-annually during such period when there shall be any delinquency or default, computed to the next interest period following such delinquency or default, and continuing to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from valuation and appraisement laws, and with attorney's fees.

Said principal is payable as follows: Fourteen Thousand and 00/100 Dollars (\$14,000.00) per month beginning June 20, 2005, until paid in full.

Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

7/2 TI The Mortgagor covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
- 2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 90 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 in 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 of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. **Default by 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 mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 6. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his 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 of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 7. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee at his 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 the 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 mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 8. 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 mortgage. When applicable, use of the singular form of any word

also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this \_\_\_\_\_ day of June, 2005.

HOME LUMBER CO., LLC

STATE OF INDIANA

)SS:

COUNTY OF LAKE

peared Joseph K. Beckman, who acknowledged Before me, a Notary Public in and for the execution of the foregoing mortgage on behalf of Home Lumber Co., LLC

Witness my hand and Notarial Seal this day of June 2005.

My Commission Expires: Residing in Lake County, Indiana Signature: Printed:

Notary Public

This instrument was prepared by and return to: Patrick A. Schuster, Attorney at Law, 1920 N. Main St., Crown Point, IN 46307

JANET DRAGOIN Notary Public, State of Indiana County of Lake

My Commission Expires Oct. 27, 2012