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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Mortgage

State of Indiana

2005 049711

2005 JUN 16 AM 10:28

This Mortgage ("Security Instrument") is given on February 9, 2005. The Mortgagor is DONNA L. ADKINS, individually, whose address is 6623 Rhode Island Avenue, Hammond, Indiana ("Borrower"). This Security Instrument is given to JIM ADKINS whose address is 6614 Rhode Island, Hammond, Indiana ("Lender"). Borrower owes Lender the principal sum of Nine Thousand Seven Hundred Dollars (U.S. \$9,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for no monthly payments, with the full debt, due and payable on sale of the home at 6623 Rhode Island, Hammond, Indiana or, if not paid earlier, at the death of the Borrower. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced for taxes and insurance to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lake County, Indiana,

Lot 18, Block 16, Cline Gardens Addition to the City of Hammond, Indiana, as per plat thereof, recorded in Plat Book 31, Page 71, in the office of the Recorder of Lake County Indiana.

Key no. 32-229-18

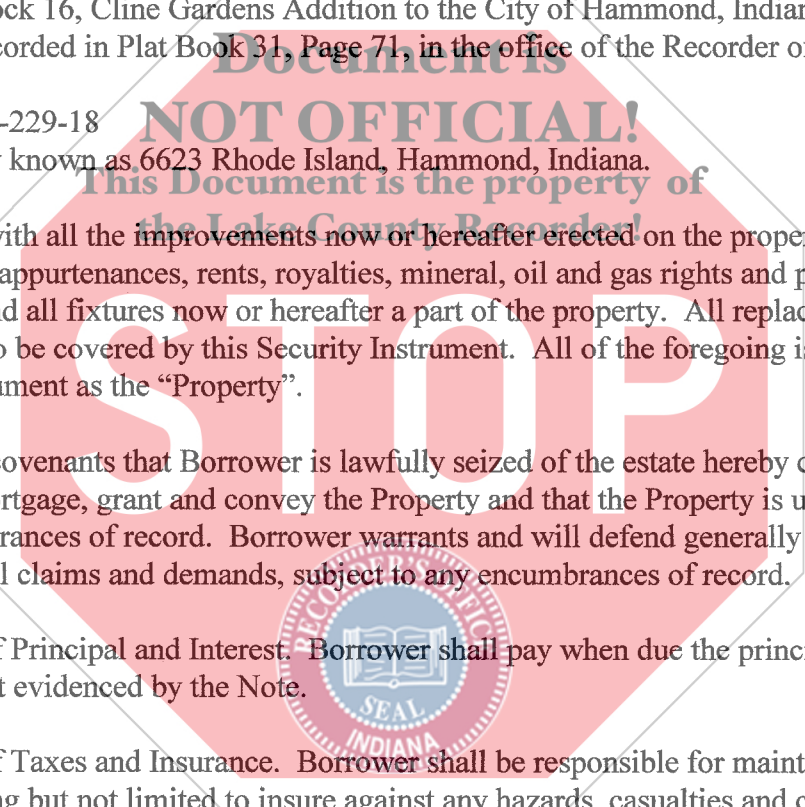
Commonly known as 6623 Rhode Island, Hammond, Indiana.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Payment of Principal and Interest. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note.

Payment of Taxes and Insurance. Borrower shall be responsible for maintaining insurance, including but not limited to insure against any hazards, casualties and contingencies including fire, on the above Property in an amount to cover the balance due on the mortgage with the Lender as the Loss Payee. Borrower shall be responsible and pay all property taxes due after the date of this mortgage.



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Preservation and Maintenance of the Property. Borrower shall not commit waste or destroy damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, to prepayment of principal. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

Grounds for Acceleration of debt.

(A) Default. Lender may require payment in full of all sums secured by this Security Instrument if:

(1) Borrower defaults by failing to pay in full any payment required by this Security Instrument on the due date, or

(2) Borrower defaults by failing, for a period of thirty days, to perform any obligations contained in this Security Instrument.

No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

Reinstatement. Borrower has the right to be reinstated if Lender has required payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current, including reasonable cost and attorney fees associated with the foreclosure action. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full.

Successor and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address. Any notice to Lender shall be given by mailing first class mail to address of Lender stated herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this paragraph.

Governing Law. This Security Instrument shall be governed by the Law of the State of

Indiana.

Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

Waiver of Valuation and Appraisalment. Borrower waives all rights of valuation and appraisalment.

Foreclosure Procedure. If Lender requires immediate payment in full under this Security Instrument, Lender may foreclose this Security Instrument by judicial proceeding.

Release. Upon payment of all sums by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

By signing below, Borrower accepts and agrees to the terms contained in this Security Instrument.

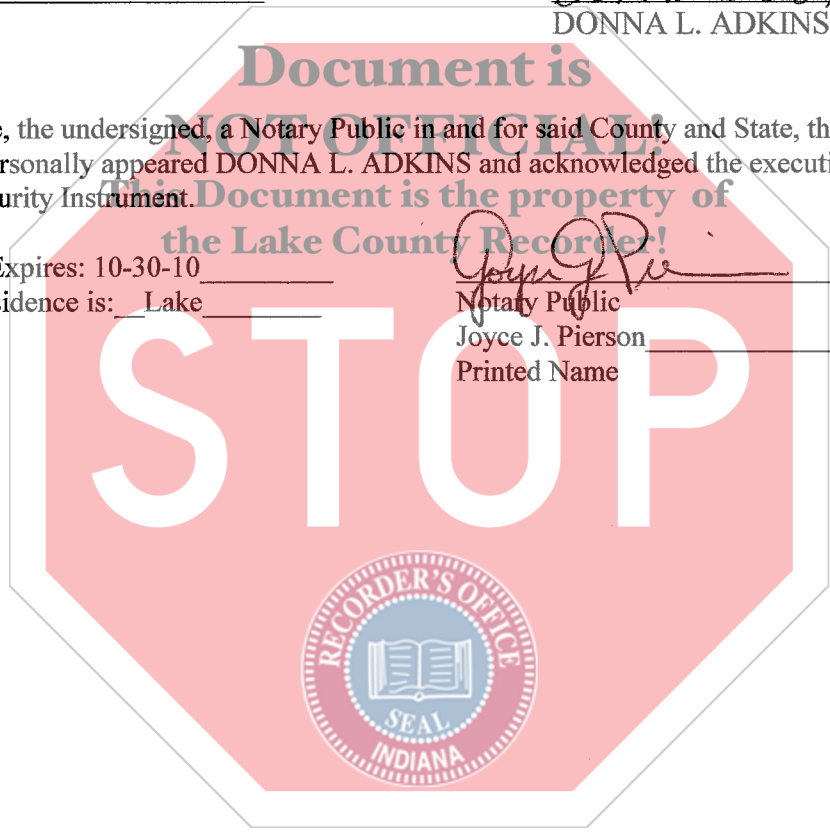
Witness:

Donna L. Adkins
DONNA L. ADKINS (Seal)

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of February, 2005 personally appeared DONNA L. ADKINS and acknowledged the execution of the above and foregoing Security Instrument.

My Commission Expires: 10-30-10
My County of Residence is: Lake

Joyce J. Pierson
Notary Public
Joyce J. Pierson
Printed Name



PROMISSORY NOTE

Principal amount \$9,700.00

Date:2/9/2005_____

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Jim Adkins the sum of Nine Thousand Seven Hundred Dollars (\$9,700.00), together with interest thereon at the rate of _____10_% per annum on the unpaid balance. Said sum shall be paid in the following manner: in full upon the sale of the residence at 6623 Rhode Island, Hammond, Indiana or upon the death of the Borrower, Donna Adkins, which ever occurs first.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid , at any time, in whole or in part, without penalty.

This note shall at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder within 30 days of its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor to surety hereto. 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, or be suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five

(5) days of due date shall be subject to a late charge of 0 of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors and sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Indiana.

Witnessed:

Joan J. Peirce
Witness

Witness

Donna L. Adkins
Donna L. Adkins, Borrower

Borrower

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Joan J. Peirce
Witness

Donna L. Adkins
Donna L. Adkins, Guarantor