

2006 011534

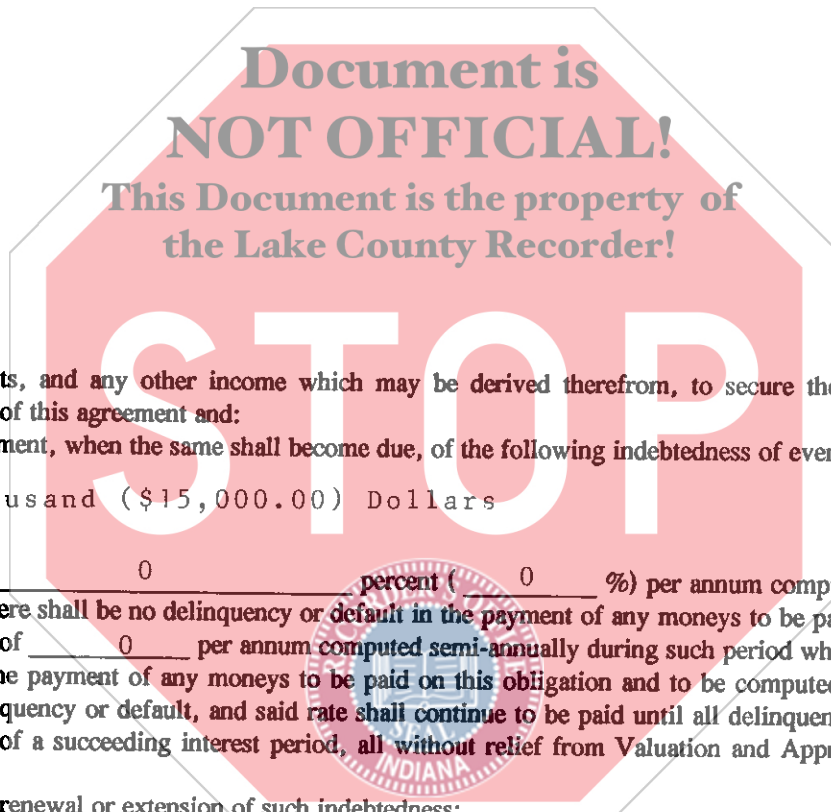
2006 FEB 13 AM 11:34

MICHAEL A. BROWN  
RECORDER

### REAL ESTATE MORTGAGE

This Indenture Witnesseth, That GREGORY J. GORDON & DIANE S. FOGARTY of LAKE  
County, in the State of INDIANA, as MORTGAGOR, Mortgages and warrants to  
→ KIRK P. SMITH of LAKE County, in the State of Indiana, as MORTGAGEE  
the following real estate in LAKE County, State of Indiana to wit:

→ Lot #1 in Shatzie Addition in the Town of  
Schererville, more commonly known as  
1140 Schilling Drive, Schererville, Indiana  
Key# 20 13 0625 0001



as well as the rents, profits, and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Fifteen Thousand (\$15,000.00) Dollars

with interest at the rate of 0 percent (0 %) per annum computed \_\_\_\_\_  
during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation  
but with interest at the rate of 0 per annum computed semi-annually during such period when there shall be any  
delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest  
period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are  
removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisal Laws, and  
with attorney's fees;

B. Also securing any renewal or extension of such indebtedness;

C. Also securing all future advances to the full amount of this mortgage;

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or  
for the collection of this Mortgage.

Mortgagor agrees to pay Mortgagee, in addition to the regular payments, an amount in equal monthly installments  
which will cover future payments of taxes, insurance, and assessments against said real estate; and these payments shall  
constitute a trust fund out of which all future taxes, insurance, and assessments shall be paid by Mortgagee so far as it shall  
cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any  
permanent surplus shall be credited to the principal.

#### Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures, and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in  
connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums  
and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a  
mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously  
through period of the existence of said indebtedness or any portion thereof.

Form # 170



Jurisprudence Forms, LTD., P.O. Box 3222, Munster, IN 46321

Consult a lawyer if you doubt this form's fitness for your purpose and use. Jurisprudence, LTD., makes no representation or warranty, expressed or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.

#16  
CS  
cmw

2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixture(s) and/or appliance(s), now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension, or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge, or modify in any manner the effect of the original liability of the Mortgagor, and any extension of time on this Mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this Mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and Mortgage may, at his option, declare all of the debt due and payable; and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this Mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this Mortgage shall include all heating, plumbing, lighting, or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this Mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for the continuation of the abstract of title to the said real estate, together with interest thereon at the rate of 0 percent per annum, shall become part of the debt secured by this Mortgage and collectible as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate; collect the rents, income or profit, in money or in kind; and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this Mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor, or successors in ownership.

10. Additional Covenants: None



[Signature]  
Mortgagor Signature

GREGORY J. GORDON  
Printed Name

[Signature]  
Mortgagor Signature

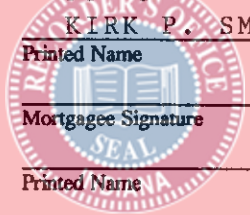
DIANE S. FOGARTY  
Printed Name

[Signature]  
Mortgagee Signature

KIRK P. SMITH  
Printed Name

[Signature]  
Mortgagee Signature

[Signature]  
Printed Name



State of Indiana, County of LAKE, ss

Before me, a Notary Public in and for said County and State, personally appeared GREGORY J. GORDON and DIANE S. FOGARTY, respectively of Lake County, Indiana who acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal this date November 23, 2005.

My commission expires 2/15/07 [Signature], Notary Public  
Signature SERENA M. SMITH

County of Residence Lake SERENA M. SMITH (Printed)

This instrument prepared by: Gregory J. Gordon Resident of Lake County

Mail to:  
Gregory J. Gordon  
1140 Schilling Drive  
Schererville, IN 46375

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration


This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



  
Signature of Declarant

GREGORY S. GORDON  
Printed Name of Declarant