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RECORDED 18 AM 9:35

MICHAEL A. BROWN
RECORDER

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REAL ESTATE MORTGAGE

CHICAGO TITLE INSURANCE COMPANY

THIS INDENTURE WITNESSETH that MORDECHAI ERANN and PAMELA ERANN (hereinafter referred to as MORTGAGORS, Mortgage and Warrant to William I. Fine, Successor Trustee, under the Provisions of that certain Trust Agreement dated the 22nd day of December, 1999 and known as the "Alexander Morris Revocable Trust", as MORTGAGEE, the following described real estate in Lake County, State of Indiana, to wit:

Lot One, Lawrence Monaldi's 5th Addition to the Town of Munster, as per plat thereof, recorded in Plat Book 30 page 77, in the Office of the Recorder of Lake County, Indiana

which is commonly known as 8059 Howard Avenue, Munster, Indiana (the "Premises"); and the rents and profits therefrom, to secure the payment, when the same shall become due of a promissory note in the sum of Eighty Thousand (\$80,000.00) of even date herewith. Mortgagors further covenant and agree 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 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 to be delivered to the possession of Mortgagee to be held continuously through the period of the existence of said indebtedness or any portion thereof. It is further expressly agreed that until said indebtedness is paid, the Mortgagors shall keep all taxes and charges against the Premises paid as they become due, and, failing to do so, the Mortgagee may pay said taxes and the amount so paid, with interest thereon, shall become part of the indebtedness secured by this mortgage.

2. To exercise due diligence in the operation, management, and occupation of said Premises and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said Premises; and to keep said Premises and improvements thereon in their present condition and repair, normal wear and ordinary depreciation excepted; Mortgagors 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 renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

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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 Mortgagors; and any extension of time on this mortgage by Mortgagee or its 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. The sale or transfer by Mortgagors of all or any portion of their interest in the Premises shall constitute an automatic default of the terms of this mortgage and the note it secures and upon such event the entire balance shall be immediately due and payable.

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 the 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 and after fifteen (15) days written notice of such default, 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 Premises, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect its interest. The lien of this mortgage shall include all heating, plumbing and 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 purchase foreclosure minutes at the expense of Mortgagors to show the condition of the title at the date of said default and which sums necessarily spent for such foreclosure minutes for the said Premises, together with interest thereon at the rate of twelve (12%) per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said Premises pursuant to said foreclosure by the holder thereof, the minutes and any supplement thereto shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or its assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said Premises, 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 Premises, as well as upon all heirs, executors, administrators of the Mortgagors or their successors in ownership.

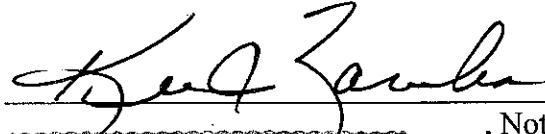
10. The terms of the note which this mortgage secures are incorporated herein by reference.


MORDECHAI ERANN


PAMELA ERANN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of December, 2006, personally appeared MORDECHAI ERANN and PAMELA ERANN and acknowledged the execution of the foregoing Mortgage for and on behalf of said Mortgagors, and who, having been duly sworn, stated that the representations therein contained are true. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



, Notary Public

My Commission Expires: 12-09-11
Resident of LAKE County



I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

William I. Fine
Document

NOT OFFICIAL!

This instrument prepared by William I. Fine, Attorney at Law, 2833 Lincoln Street, Suite F, Highland, Indiana

Mail Document to: William I. Fine, Attorney at Law, 2833 Lincoln Street, Suite F, Highland, Indiana 46322

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