

After Recording Return to:
Ronald Blouin
1045 Juliette Blvd
Mt. Dora, FL 32757

REAL ESTATE MORTGAGE

2006 11 30 2:17

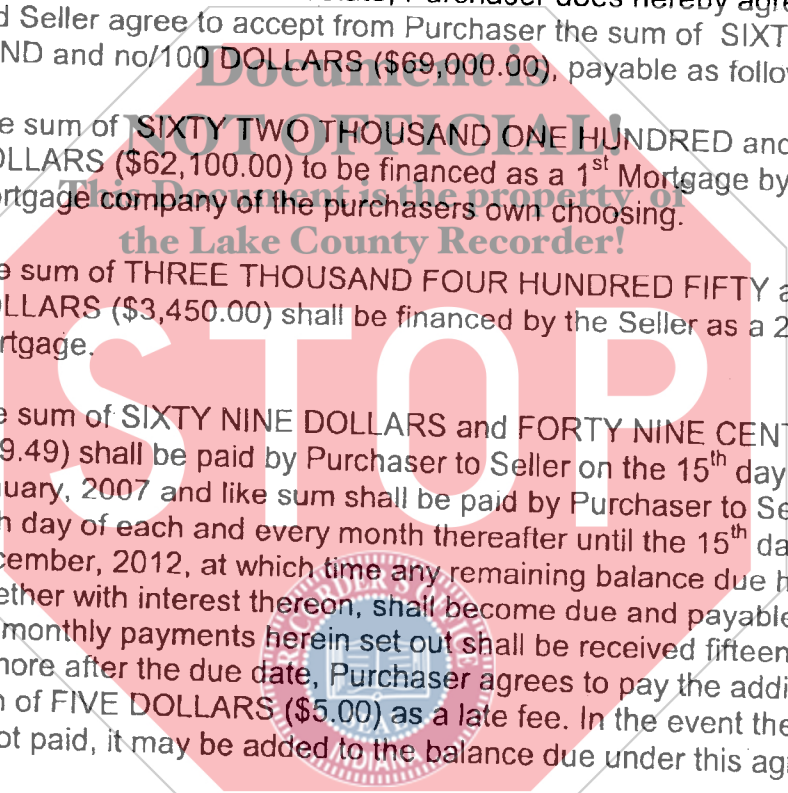
THIS AGREEMENT made and entered into this 4th day of December, 2006, by and between RONALD BLOUIN, hereinafter referred to as Seller, and BRIAN MIDDLEBORN, hereinafter referred to as Purchaser.

WITNESSETH: That Seller do hereby agree to convey and Purchaser does hereby agree to assume, a 2nd Mortgage on the following described real estate in Gary, Lake County, Indiana, to-wit:

SEE ATTACHED EXHIBIT "A".

Subject to the following covenants, terms and conditions:

1. As purchase price for said real estate, Purchaser does hereby agree to pay to Seller and Seller agree to accept from Purchaser the sum of SIXTY NINE THOUSAND and no/100 DOLLARS (\$69,000.00), payable as follows:
 - A. The sum of SIXTY TWO THOUSAND ONE HUNDRED and no/100 DOLLARS (\$62,100.00) to be financed as a 1st Mortgage by a mortgage company of the purchasers own choosing.
 - B. The sum of THREE THOUSAND FOUR HUNDRED FIFTY and no/100 DOLLARS (\$3,450.00) shall be financed by the Seller as a 2nd Mortgage.
 - C. The sum of SIXTY NINE DOLLARS and FORTY NINE CENTS (\$69.49) shall be paid by Purchaser to Seller on the 15th day of January, 2007 and like sum shall be paid by Purchaser to Seller on the 15th day of each and every month thereafter until the 15th day of December, 2012, at which time any remaining balance due hereunder, together with interest thereon, shall become due and payable in full. If the monthly payments herein set out shall be received fifteen (15) days or more after the due date, Purchaser agrees to pay the additional sum of FIVE DOLLARS (\$5.00) as a late fee. In the event the late fee is not paid, it may be added to the balance due under this agreement.
 - D. All payments to be made hereunder shall be payable without relief from valuation and appraisal laws and with attorney fees in the event of default at the address agreed upon by Seller, and to such other persons and at such other places as Seller shall designate from time to time.

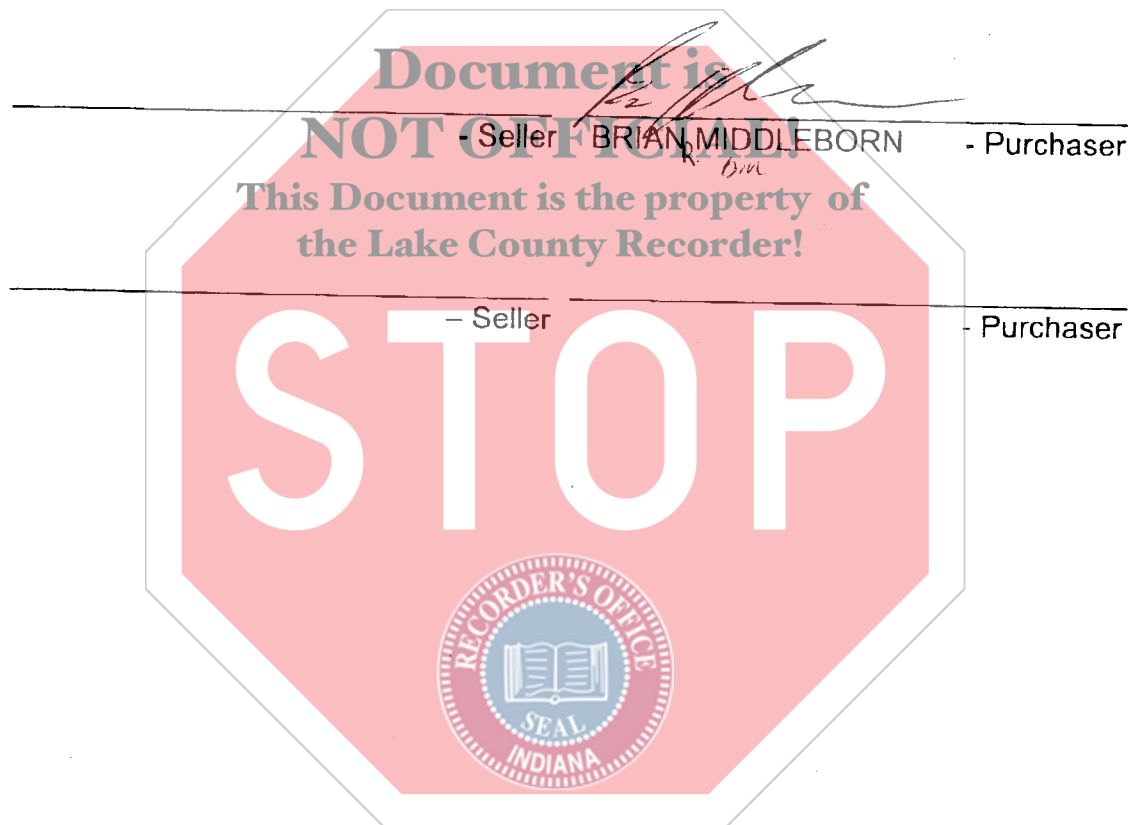


STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED IN CLERK'S OFFICE

CL#
6281
2300
D.D.M.

2. Purchaser shall be entitled to complete possession of real estate on day of closing.
3. Purchaser shall use said premises in a careful, proper and husbandlike manner and shall commit no waste thereon or damage thereto. Purchaser shall make no changes or alterations thereto that would lessen the value thereof. Purchaser shall not sell nor assign this contract or any interest therein without the written consent of Seller. Purchaser shall not cause or permit any liens of any kind to attach to said premises nor cause or permit said premises to go into bankruptcy or receivership; and in the event of termination of this contract by default, Purchaser shall deliver possession of said premises to Seller in as good condition as the same now are or may be placed, ordinary wear and tear excepted.
4. Purchaser shall procure insurance on said premises against loss by fire and the hazards covered by extended coverage insurance and shall keep said premises so insured in an amount not less than the balance due hereunder and shall pay the premiums thereon promptly as the same become due. Said insurance shall be written to cover the interests of the parties hereto as they appear.
5. Upon performance of this contract and concurrently with the payment of the balance due hereunder, Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed conveying said premises to Purchaser clear and free of all liens and encumbrances except as herein set out.
6. Purchaser shall have the right to make pre-payments hereunder at any time and interest on any sums so pre-paid shall cease as of the date of pre-payment.
7. In the event Purchaser shall default in any of the payments to be made hereunder or shall fail to perform any of the covenants contained herein, Seller may, at their option, give notice of such default by giving Purchaser twenty (20) days notice of each and every such default by U. S. Certified Mail addressed to Purchaser at 1301 Fayette Street, Gary, IN 46403. Proof of the posting of such notice shall be sufficient proof of notice hereunder and time shall commence to sum from the date of posting. If said default is not cured within said twenty (20) day period, Seller shall have all remedies provided by law for the enforcement of this agreement and the terms thereof. Failure on the part of Seller to exercise their option to give notice of default shall not bar nor abridge their right so to do upon any subsequent default.
8. This agreement shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

9. This sale includes all improvements permanently installed and all fixtures and equipment which are part thereof, and that they are paid for in full.
10. If it is necessary for the Seller to bring legal action against the Purchaser, to enforce any of the covenants, terms, or conditions of this contract, or obtain possession of said real property either before or after rescission, Seller shall be entitled to recover reasonable expenses, including attorney fees made necessary by said legal action.
11. This contract contains all the agreements made by the parties and no verbal agreements or representatives shall be binding upon either of the parties. Time is declared to be of essence for this contract.
12. There shall be a due on sale clause in this agreement. If Purchaser sells the before mentioned real estate of this contract, Ronald Blouin, shall be paid the entire balance due, plus any other moneys due. This contract may not be sold, assigned, or traded, by Purchaser.



STATE OF INDIANA, Lake

County ss:

On this 12 day of December 2006 before me, the undersigned, a Notary Public in and for the said State and County, personally appeared BRIAN MIDDLEBORN
R.M.

and acknowledged the execution of the foregoing instrument.
WITNESS my hand and official seal.



Renita M. Boose

Notary Public
County of Residence: Porter
My Commission Expires: 7/20/11

This instrument was prepared by: Ronald Blouin

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**

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.

STOP

Renita M. Boose
Signature



EXHIBIT "A"

LOT NO. 26, IN BLOCK NO. 9, AETNA MANOR FOURTH SUBDIVISION, AS THE SAME APPEARS IN PLAT BOOK 29, PAGE 99, IN THE RECORDERS OFFICE OF LAKE COUNTY, INDIANA.

PARCEL ID NUMBER: 25-41-0283-0026

COMMONLY KNOWN AS: 1301 FAYETTE STREET
GARY, IN 46403

