

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 030790

2007 AUG 15 11:11 AM

REAL ESTATE MORTGAGE
(SECOND)

This indenture witnesseth that Brad Mistina of Lake County, as MORTGAGOR,

MORTGAGES AND WARRANTS

COOK CTY, ILLINOIS

to Theresa L. Rusiniak, of ~~Lake County, Indiana~~, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

Lot 119 in Lincoln Gardens Fourth Subdivision in the Town of Merriville, as per plat thereof, recorded in Plat Book 35, page 90 in the Office of the Recorder of Lake County, Indiana.

Commonly known as 2950 W. 76th Lane, Merrillville, IN 46410 and the rents and profits therefrom, to secure the payment of the principal sum of Ten Thousand Dollars, (\$10,000.00), when the same shall become due, of all sums due and owing the mortgagor pursuant to the terms of a certain promissory note of even date.

This mortgage is subject to and junior to a first mortgage in the amount of \$91,350.00 to National City Mortgage dated October 24, 2002.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owner's association dues against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing. Mortgagee shall be named as a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving Mortgagee 14 days written notice. Mortgagee shall have the right to inspect the premises upon giving Mortgagor 24 hours written notice.

Dated this 3 day of August, 2006.

[Signature]
Brad Mistina

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)


Before me, the undersigned, a Notary Public in and for said County and State this 3rd of August, 2006 personally appeared Brad Mistina and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: _____ Notary Public

This Instrument Prepared By: Douglas R. Kvachkoff, Attorney at Law
325 N. Main St. Crown Point, IN 46307 (219) 662-2977. Our file No. _____

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

By: _____
As agent for Professionals' Title Services

 LISA M. MATSON
Notary Public, State of Indiana
Jasper County
My Commission Expires
February 01, 2008

TAX
ID
08-15-0365-0035

↓
Mr. David Lutz
1100B Arrowhead Ct.
Crown Point, IN 46307

16-
LP
CS

PROMISSORY NOTE

\$10000.00

Merrillville, Indiana

August 3rd, 2006

I promise to pay to the order of Theresa L. Rusiniak the sum of Ten Thousand and 00/100 Dollars as follows:

The entire balance with interest shall be paid in full on or before August 3rd 2007. *+ recording fees of this mortgage and note.*

Unless notified in writing to the contrary, all payments shall be made at 10839 S Mackinaw Av Chicago IL 60617, or at such other place as the holder hereof may direct in writing.

With interest at the rate of 12 % per annum, all without relief from Valuation and Appraisement Laws. There will be no prepayment penalty for any payment made ahead of its due date. Should the holder of this note hire an attorney to collect this note upon default, I agree to reimburse him for any and all costs of collection, including reasonable attorney's fees.

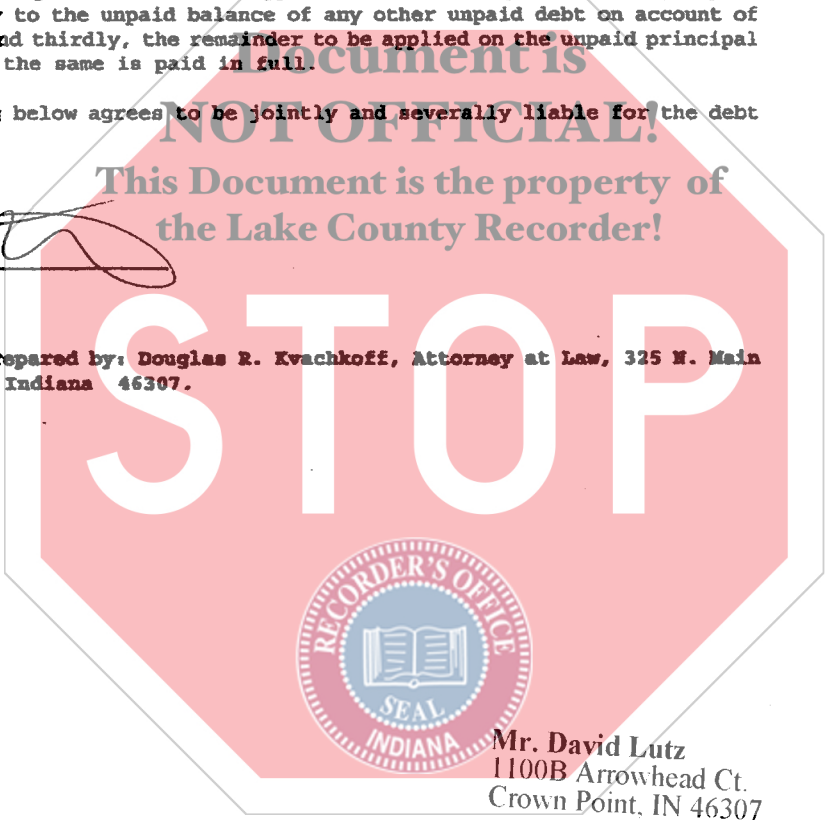
Payments hereinabove provided shall be applied first to the payment of any unpaid interest, secondly to the unpaid balance of any other unpaid debt on account of this obligation, and thirdly, the remainder to be applied on the unpaid principal of the debt until the same is paid in full.

Each party signing below agrees to be jointly and severally liable for the debt described herein.

Brad Mistina

Brad Mistina

This instrument prepared by: Douglas R. Kvachkoff, Attorney at Law, 325 N. Main St. Crown Point, Indiana 46307.



Mr. David Lutz
1100B Arrowhead Ct.
Crown Point, IN 46307

TAX ID # 08-150365-0035

