

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That _____

STEPHEN BRENT MILLER

(the "Mortgagor") of LAKE County, State of INDIANA **MORTGAGE**

AND WARRANT to ATTORNEY GEORGE R. LIVARCHIK

424 Broadway, Chesterton, IN 46304

(the "Mortgagee") of PORTER County, State of INDIANA, the

following described real estate in LAKE County, Indiana:

Lot 14 in Ittel's State Street Addition, Unit No. 2, as per plat thereof, recorded in Plat Book 90, page 25, being a resubdivision of part of Lot 6 and all of Lots 7 to 19, both inclusive and that part of the vacated Lake Street adjacent to said Lots 6 to 19, both inclusive and the vacated 16th Street in Bracken Lane Co.'s 2nd Addition, as per plat thereof, recorded in Plat Book 25, Page 63, in the Office of the Recorder of Lake County, Indiana, more commonly known as: 1580 State Street, Hobart, Indiana 46342

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STATE OF INDIANA
LAKE COUNTY
FILED
RECORDS

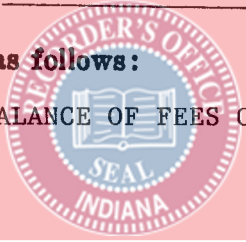
MICHAEL A. BROWN
RECORDER

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter being longing, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated May, 2007, in the principal amount of THE GREATER OF Two Thousand Eight Hundred * (OR) Sixteen & no/100ths Dollars (\$ 2,816.00) with interest as therein provided and with a final maturity date of _____.

Said principal and interest are payable as follows:

* THE ENTIRE THEN EXISTING UNPAID BALANCE OF FEES OWED TO ATTORNEY GEORGE R. LIVARCHIK.

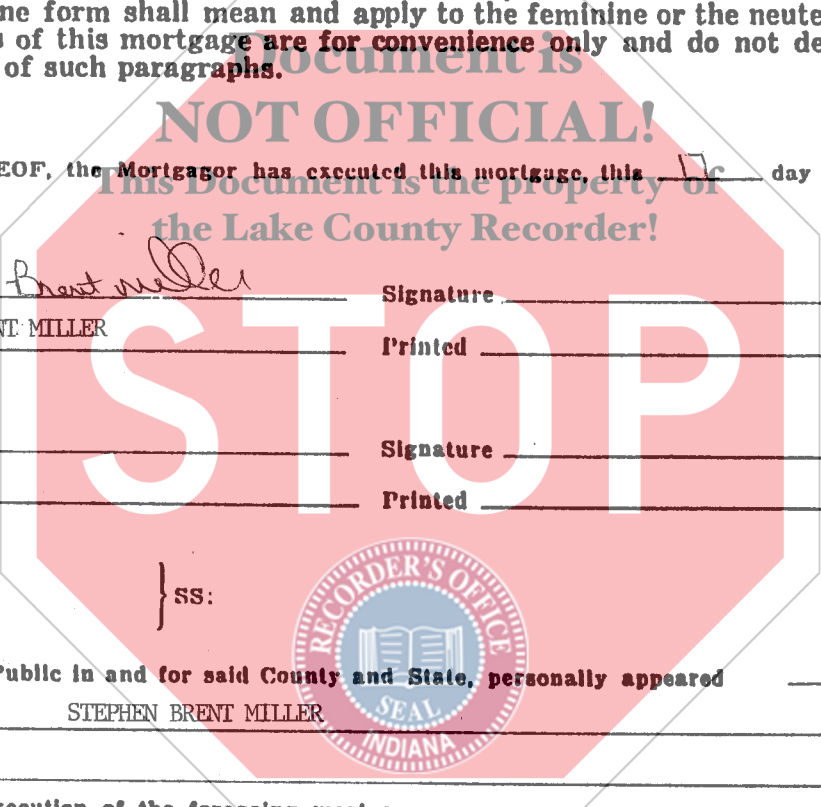


The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of () per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

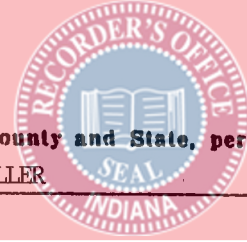


IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 17 day of MAY 2007.

Signature Stephen Brent Miller Signature _____
 Printed STEPHEN BRENT MILLER Printed _____
 Signature _____ Signature _____
 Printed _____ Printed _____

STATE OF INDIANA
 COUNTY OF PORTER

} SS:



Before me, a Notary Public in and for said County and State, personally appeared _____
STEPHEN BRENT MILLER

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 17th day of MAY, 2007.

Signature Gail Vasquez
 Printed GAIL VASQUEZ
NOTARY PUBLIC

My commission expires 9-11-14

Residing in PORTER County, Indiana.

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.

George R. Livarchik
 George R. Livarchik

This instrument was prepared by Attorney George R. Livarchik, attorney at law.

Return to 424 Broadway, Chesterton, IN 46304

*Care should be taken as to whether or not Federal or State disclosures are applicable.

INSTALLMENT PROMISSORY NOTE

\$ _____ Final Installment Due Date: _____

For value received, the undersigned (jointly and severally) promise(s) to pay to the order of
ATTORNEY GEORGE R. LIVARCHIK

424 Broadway, Chesterton, IN 46304 the sum of Two Thousand Eight Hundred Sixteen

& no/100ths Dollars (\$ 2,816.00), at OR THE THEN EXISTING UNPAID BALANCE AT

424 Broadway, Chesterton, IN 46304 or at such other place as the holder hereof may

direct in writing, with interest upon the unpaid principal balance at the rate of * NO INTEREST if paid in full
before _____ or
8% statutory rate if paid _____ percent (_____ %) per annum from the date of this instrument until
after _____

maturity, and _____ percent (_____ %) per annum after maturity
until paid, with attorneys' fees and costs of collection and without relief from valuation and appraise-
ment laws, payment of principal and interest to be made as follows:

THE GREATER OF \$ 2,816.00, OR THE ENTIRE THEN EXISTING
BALANCE OF FEES OWED TO ATTORNEY GEORGE R. LIVARCHIK SHALL BE
PAID IN FULL.

This note may be prepaid in full or in part on any interest paying date.

In the event of default in payment of any of said installments when due, the entire unpaid balance
of principal and interest shall become due and payable immediately, without notice, at the election of
the holder hereof.

The maker(s) and indorser(s) jointly and severally waive demand, presentment, protest, notice of
protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of
the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall
operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy
shall preclude other or further exercise thereof or of any other right or remedy.

This note and all extensions or renewals hereof are secured by a (~~Security Agreement~~) (Mortgage
on real estate in 1580 State Street, Hobart, Indiana 46342 LAKE County, Indiana)

dated MAY, 2007, and executed in favor of the payee(s) hereof

by STEPHEN BRENT MILLER to
which reference is hereby made. (If this is not a secured note, strike the foregoing paragraph.)

Signed and delivered at Chesterton, Indiana, this _____ day
of 17 MAY, 2007.

Signature: Stephen Brent Miller
Printed: STEPHEN BRENT MILLER

Address: 1802 Forest Lane, Crown Point, IN 46307

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STATE OF INDIANA)
COUNTY OF PORTER) SS:
SUBSCRIBED and SWORN before me a
notary public in and for said County and
State, appeared personally Stephen Brent Miller
and executed this document this 17 day of
MAY, 2007.
Gail Vasquez
Notary Public, Gail Vasquez,
Resident of PORTER County, IN
My Commission Expires: 9-11-14

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.

George R. Livarchik
George R. Livarchik

Prepared by: Attorney George R. Livarchik
424 Broadway, Chesterton, IN 46304
(219) 926-2123