

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That

DONNA M. SAVAGE

(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:

The South Half of the North 3/5 of the east half of the south half of the north half of the northeast quarter of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second P Principal Meridian, in Lake County, Indiana.

2007 04 13 40

MICHAEL A. BROWN
RECORDER

2007 MAY 21 AM 11:21

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, 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 18 2007, in the principal amount of THE GREATER OF \$ Two Thousand Four Hundred (OR) Forty-Three & no/100ths Dollars (\$2,443.00) 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.

1900 P.M. 268

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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 18 day of MAY 2007.

Signature *Donna M. Savage* Signature _____
 Printed DONNA M. SAVAGE 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 DONNA M. SAVAGE

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 18 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

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 Four Hundred Forty-Three
& no/100ths Dollars (\$ 2,443.00), 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 appraisement laws, payment of principal and interest to be made as follows:

THE GREATER OF \$ 2,443.00, 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 9340 Cline Avenue, Highland, Indiana 46322 LAKE County, Indiana)

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

by DONNA M. SAVAGE 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 MAY, 2007.

Signature: Donna Savage

Printed: DONNA M. SAVAGE

Address: 9340 Cline Avenue, Highland, IN 46322

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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 Donna M. Savage
and executed this document this 18 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