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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

After Recording Return To:
Richard Dawson
PO Box 3348
Munster, IN 46321
PIN# 25-46-0494-0029

2007 046559

2007 JUN -7 PM 3:14

MICHAEL A. BROWN
RECORDER

MORTGAGE
(To Secure Performance Only)

THIS MORTGAGE, ("Security Instrument"), is made between the Grantor(s), Bobbie Jean Freeman, ("Obligor"), and the grantee, Richard Dawson ("Obligee") whose address is PO Box 3348, Munster, IN 46321 Phone 219-712-9722.

To Secure Obligor's performance under the Purchase and Sale Agreement dated the 13th day of March, 2007, and modified the 31st day of May, 2007, the payment of other sums advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Obligor herein contained; and the repayment of any future advances made to Obligor by Obligee pursuant to paragraph 2 hereof.

This Security Instrument secures to Obligee the performance of Obligor's promises, covenants, and agreements under the Security Instrument and Agreement.

WITNESSETH, that is consideration of the premises and in order to secure the performance and observance of all of the provisions hereof and of said Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages, and sets over unto Mortgagee, all of Mortgagor's estate, right, title, and interest in, to and under all that certain real property situate in the County of Cook, State of Illinois, more particularly described as:

Lot 29, (except the West 9 feet thereof by parallel lines) and the West 14 feet by parallel lines of Lot 28, Block "D", as shown on the recorded plat of resubdivision in Miller Dunes Addition to Gary recorded in Plat Book 25, Page 16 in the Office of the Recorder of Lake County, Indiana.

Which has the address of: 6739 E 3rd Ave, Gary, Indiana

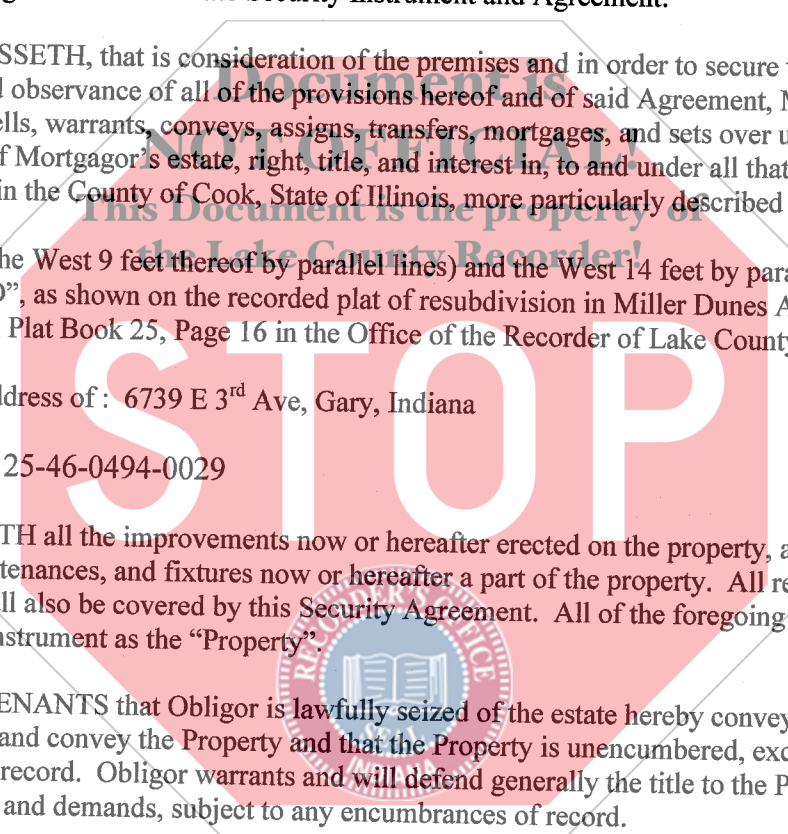
PIN Number(s): 25-46-0494-0029

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Agreement. All of the foregoing is referred to in this Security Instrument as the "Property".

OBLIGOR COVENANTS that Obligor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Obligor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

OBLIGOR AND OBLIGEE COVENANT AND AGREE AS FOLLOWS:

1. Hazard and Property Insurance: If Property is improved, Obligor shall keep the improvements insured against fire and other hazards included within the term "extended



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coverage". If Obligor fails to maintain coverage described above, Obligee, at Obligee's option, may obtain coverage to protect Obligee's rights in Property.

2. **Protection of Obligee's Rights in the Property.** If Obligor fails to perform the covenants and agreements contained in this Security Instrument (under any underlying security agreement which are superior or subordinate to this security instrument), or there is a legal proceeding that may significantly affect Obligee's rights in the Property (such as a proceeding in bankruptcy, probate, condemnation, or tax sale), then Obligee may do and pay for whatever is necessary to protect the value of the Property and Obligee's rights in Property. Any amounts disbursed by Obligee under this paragraph shall become additional debt of Obligor secured by this Security Instrument.
3. **Inspection and Marketing.** In accordance with Agreement signed by Obligor, Obligee or its agent may make reasonable entries upon and inspections of the Property, and may market property through any means deemed necessary during the Agreement period, including but not limited to, listing property on the MLS and advertising through signs and the internet.
4. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Obligee.
5. **Successors and Assigns Bound, Joint and Several Liability; Co-signors.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Obligee and Obligor, subject to the provisions of this document. Obligor's covenants shall be joint and several.
6. **Governing Law; Severability.** This Security Agreement shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
7. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Obligor is sold or transferred and Obligor is not a natural person) without Obligee's prior written consent, Obligee may, at its option, require immediate performance of the agreement secured by this Security Instrument. However, this option shall not be exercised by Obligee if exercise is prohibited by this Security Instrument or if exercise is prohibited by law as of the date of the Security Instrument. A "transfer" shall also include, but is not limited to a contract-for-deed, installment land contract, or lease of any kind.
8. **Acceleration; Remedies.** Obligee shall give notice to Obligor prior to acceleration following Obligor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under this document unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Obligor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the acceleration of the sums secured by this Security

Instrument and foreclosure of the Property. If the default is not cured on or before the date specified in the notice, Obligee at its option may require immediate performance of the agreement secured by this Security Instrument without further demand and may commence foreclosure proceedings and any other remedy permitted by applicable law. Obligee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence.

9. Release. This mortgage shall be satisfied upon the occurrence of any of the following: (a) payment by Obligor to Obligee of all sums due under this Security Instrument and/or the Agreement; (b) failure of Property to close within time periods contained in Agreement through no fault of Obligor; (c) mutual agreement by Obligor and Obligee to release this Security Instrument.

BY SIGNING BELOW, Obligor accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Obligor and recorded with it.


Bobbie Jean Freeman

STATE OF INDIANA)

COUNTY OF LAKE)

On this 31st day of May, 2007, before me, ~~KATREENA C. GUGGERTY~~, a notary public in and for said state personally appeared Bobbie Jean Freeman, personally known to me (or proved to me based on satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same by his/her/their signature on the instrument.


Notary Signature

3/22/2014
My Commission Expires

KATREENA C. GUGGERTY
Notary Printed Name

SEAL

KATREENA C. GUGGERTY
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Lake County
My Commission Expires Mar. 22, 2014

This document prepared by: Richard Dawson, PO Box 3348 Munster IN 46321

