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STATE OF INDIANA
LAKE COUNTY
RECORDER

2007 051465

2007 JUN 26 AM 11:07

REC'D
NOTICE

REAL ESTATE MORTGAGE

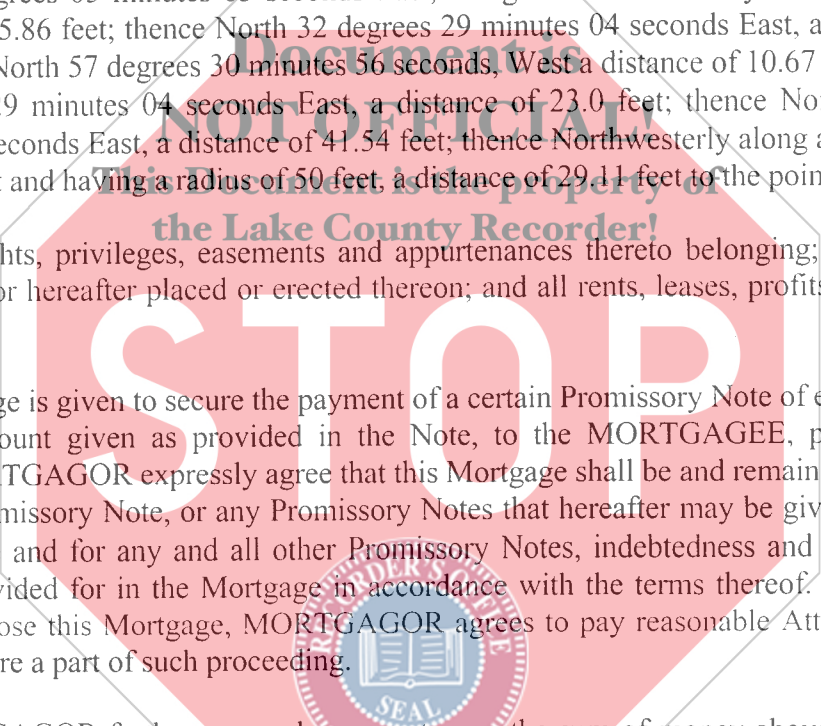
THIS INDENTURE WITNESSETH that GERALD R. NAGDEMAN, as Trustee under the NAGDEMAN Living Trust, dated December 08, 1994, and any amendments thereto, MORTGAGOR, mortgages and warrants to MARK B. NAGDEMAN AND KATHERINE NAGDEMAN, Husband and Wife, MORTGAGEE", the following-described real estate in Lake County, Indiana, to- wit:

Part of Lot 23 in Block 3 in Plum Creek Village 3rd Addition, Block 3 to the Town of Schererville, as shown in Plat Book 48 page 43, in Lake County, Indiana, described as follows: Commencing at the Northernmost corner of said Lot 23; thence South 45 degrees 54 minutes 57 seconds West, along the Northwest line of said Lot 23, a distance of 144.22 feet to the Westernmost corner of said Lot 23; thence South 44 degrees 05 minutes 03 seconds East; thence South 44 degrees 05 minutes 03 seconds East, along the Southwesterly line of said Lot 23, a distance of 75.86 feet; thence North 32 degrees 29 minutes 04 seconds East, a distance of 86.35 feet; thence North 57 degrees 30 minutes 56 seconds, West a distance of 10.67 feet; thence North 32 degrees 29 minutes 04 seconds East, a distance of 23.0 feet; thence North 30 degrees 00 minutes 40 seconds East, a distance of 41.54 feet; thence Northwesterly along a curve concave to the Northeast and having a radius of 50 feet, a distance of 29.11 feet to the point of beginning,

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount given as provided in the Note, to the MORTGAGEE, payable as therein provided. The MORTGAGOR expressly agree that this Mortgage shall be and remain as security for the payment of said Promissory Note, or any Promissory Notes that hereafter may be given in extension or renewal of the same and for any and all other Promissory Notes, indebtedness and obligations of the undersigned, as provided for in the Mortgage in accordance with the terms thereof. In the event of a proceeding to foreclose this Mortgage, MORTGAGOR agrees to pay reasonable Attorney fees and all other expenses that are a part of such proceeding.

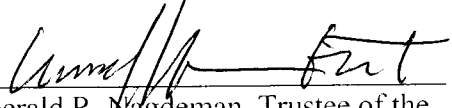
The MORTGAGOR further expressly agrees to pay the sum of money above secured, without relief from Valuation or Appraisal Laws; and upon failure to pay said Promissory Note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said Promissory Note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further agreed that until said Promissory Note is paid, said MORTGAGOR will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the MORTGAGEE, as their interest may appear, and failing to do so, said MORTGAGEE may pay said



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taxes or insurance, and the amount so paid with Twelve (12) percent interest per annum thereon shall be a part of the debt secured by this Mortgage.

DATED this 24 day of April, 2007.

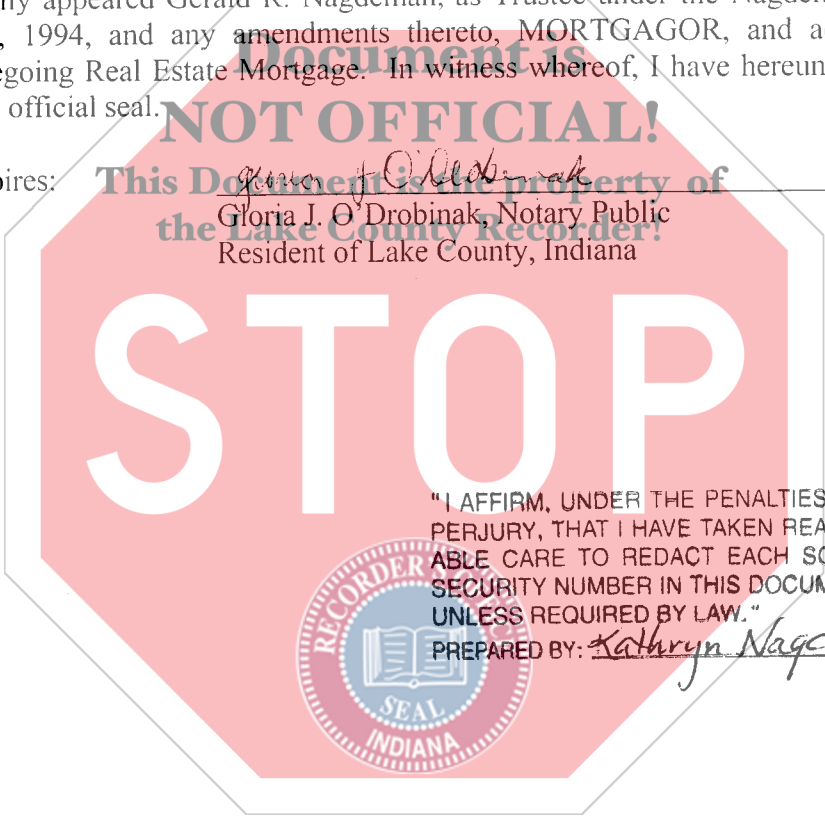

Gerald R. Nagdeman, Trustee of the
Nagdeman Living Trust

STATE OF INDIANA)
)SS:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, this 24 day of April, 2007, personally appeared Gerald R. Nagdeman, as Trustee under the Nagdeman Living Trust, dated December 08, 1994, and any amendments thereto, MORTGAGOR, and acknowledged the execution of the foregoing Real Estate Mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
11-28-2009


Gloria J. O. Drobinak, Notary Public
Resident of Lake 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."

PREPARED BY: 