THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

PROMISSORY NOTE

Secured by Real Estate Mortgage

* 13,000 2007 051467

Make County Indiana AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASON-ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT.
UNLESS REQUIRED BY LAW."
PREPARED BY:

I promise to pay to the order of ROSALIO MARTINEZ

the sum of Thirteen Thousand Dollars (\$13,000.00)

as follows: Payable in (60) monthly payments starting August 1, 2006, in

the amount of \$254.36 per month, and the 1st day of each month for the

following 59 months

payable at 1258 Summer Street, Hammond, IN

With interest at the rate of 6.58per cent per annum computed in the payment of any moneys to be paid on this obligation but with interest at the rate of per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees. Failure on the part of any holder to collect or charge the additional interest rate during any delinquency or default shall at no time constitute a waiver of his right, or any other holder's right, to demand and receive interest as provided herein.

Intelligent programme the received when there shall be no delinquency or default interest as the rate of per cent per annum computed semi-annually during such period when there shall be no delinquency or default. annually

Installment 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.

Upon default in the payment of any installment or other payment herein required when the same shall become due, the entire unpaid principal, interest and other indebtedness on account of this obligation and mortgage securing the same shall, at the option of the holder thereof, become due and payable immediately without notice of nonpayment or demand for payment, and the entire indebtedness may be collected by appropriate proceedings. No failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time during the continuance of such default or the occurrence of a succeeding default. Advance payment may be made in any amount, and interest on such advance payments shall not be charged beyond the next succeeding interest period.

The holder of this obligation may renew the same of extend time of payment of the indebtedness are at the same the same and interest on such advance payments shall not be charged the holder of this obligation may renew the same of extend time of payment of the indebtedness of the indeptedness of the indeptedness of the indebtedness of the indebtedness of the indeptedness of the indebtedness of the indeptedness of

The holder of this obligation may renew the same or extend time of payment of the indebtedness or any part thereof or reduce the payments thereon; any and such renewal, extension or reduction shall not release any maker, endorser or guarantor from any liability on said obligation.

The drawers, sure ies, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of this note. The receipt of interest in advance or the extension of time shall not release or discharge any surety guarantor of endorser on this note. Kathlen C Kros Document is the FOILDA QUIROS Quiles CAK & the Lake, County Recorder! RESIDENT OF my (omm 1510N GxPIRES 9-17-200%

> 5268 Hohman Ave., William Joseph O'Connor, Hammond, IN 46320

This instrument prepared by (219) 937-0500 PRINTED BY THE ALLEN COUNTY INDIANA BAR ASSOCIATION, INC. REV. 3/79

