

**MORTGAGE
(STATUTORY FORM)**

THE MORTGAGOR TONY L. CURATOLO AND PAMELA A. CURATOLO (Husband and Wife)
Mortgages to PHILLIP CYPRIAN

to secure payment of the sum of Dollars (\$ 14000) according to the terms of promissory note bearing date,
10-22-2005, the following described real estate, situated in the County of
LAKE, state of Indiana:

2007
051514

"Legal Description here"

Lot Numbered 4, Block 3 as shown on the recorded plat of Midget Farms recorded in Plat Book 24, page 54 in the Office of the Recorder Assessor's Property Tax Parcel/Account Number: of Lake County, Indiana.

271802950004

And the mortgagor promises and agrees to pay before delinquency all taxes, special assessments and other public charges levied, assessed or charged against said described premises, and to keep all improvements on said described premises insured against loss or damage in the sum of Eighty thousand Dollars Dollars, (\$ 80,000.00) for the benefit of all mortgagees and to deliver all policies and renewals to the mortgagees upon request.

In case the mortgagor shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the mortgagee.

Dated: 10-27-05

Tony Curatolo Pamela A. Curatolo
TONY CURATOLO PAMELA A. CURATOLO

STATE OF INDIANA)
COUNTY OF Porter)-ss

I certify that I know or have satisfactory evidence that TONY L. & PAMELA A. Curatolo (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10.27.05

Bernie Crap
Notary Public in and for the state of INDIANA
My appointment expires: 6-18-08

LPB-50(i) 7/97

21st
5787
9

PROMISSORY NOTE

\$14,000.00

Date: October 22, 2005

For value received, the undersigned Tony L. Curatolo and Pamela A. Curatolo, (collectively, the "Borrower"), at 5555 Swift Street, Hobart, Indiana 46342, each as principal, jointly and severally, promise to pay to the order of Phillip Cyprian Sr., (the "Lender"), at 144 Fraser Lane, Hobart, Indiana 46342, (or at such other place as the Lender may designate in writing) the sum of \$14,000.00 with interest from November 01, 2005, on the unpaid principal at the rate of 7.00% per annum.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 10.00% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$277.22, beginning on December 01, 2005, and continuing until November 01, 2010, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Borrower promises to pay a late charge of \$25.00 for each installment that remains unpaid more than 5 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

If the principal and accrued interest are paid in full on or before November 01, 2009, the Borrower shall be entitled to a discount equal to 2.00% of the unpaid principal immediately prior to such payment.

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

This Note is secured by a Second Mortgage, dated November 01, 2005. The Lender is not

required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note, or if there is a default in any security agreement which secures this Note.

If any of the above defaults apply to one Borrower, all Borrowers shall be deemed in default of this Note regardless of whether all Borrowers are directly involved in the default.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of Indiana.

Signed this 27 day of October, 2005, at Porter County,
Indiana.

Borrower:
Tony L. Curatolo

By: Tony Curatolo
Tony L. Curatolo

Second Borrower:
Pamela A. Curatolo

By: Pamela A. Curatolo 10-27-05
Pamela A. Curatolo

Benita Capas

Notary Public
Porter County
Com Expires

6-18-08

Document is

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Melissa S. Osel

Witness

STOP
"I 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: Phillip Papp

