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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 099169

2007 DEC 19 AM 10:19

MICHAEL A. BROWN  
RECORDER

### REAL ESTATE MORTGAGE

WHEN RECORDED RETURN TO: **1ST SOURCE BANK**  
Commercial Loan Services  
P.O. Box 1602  
South Bend, Indiana 46634

THIS INDENTURE WITNESSETH, That **MICHAEL T. BROVIAK**, hereinafter referred to as "**Mortgagor**", and **BONNIE L. BROVIAK**, hereinafter referred to as "**Pledgor**", **Husband and Wife**, **3509 Marine Drive, Crown Point, IN 46307** of Lake County, State of Indiana,

#### MORTGAGE AND WARRANT TO 1ST SOURCE BANK

a financial institution with principal offices located at 100 N. Michigan Street, South Bend, Indiana, 46601, its successors and assigns, hereinafter referred to as "Mortgagee," the following described real estate located in **Lake County, State of Indiana**, to-wit:

**Lot Numbered 240 as shown on the recorded plat of Lakes of the Four Seasons, Unit No. 4 recorded in Plat Book 38, page 3 in the Office of the Recorder of Lake County, Indiana.**

Commonly known as: **3509 Marine Drive, Crown Point, IN 46307**

together with all improvements, appurtenances, privileges, rights and fixtures thereto belonging and all rents, issues and profits from said property.

This Mortgage is given in consideration to secure the payment of **Two Hundred Forty Thousand and no/100 Dollars, (\$240,000.00)**, according to the terms of a promissory note, together with interest thereon, dated, executed and delivered by Mortgagor to Mortgagee contemporaneously with the execution of this mortgage and payable as follows:

Interest shall be paid on the **6th** day of **January, 2008**, and on the **6th** day of each consecutive **month** thereafter until **December 6, 2009** ("Termination Date"), when all unpaid sums of principal and interest shall be due and payable.

And all extensions, renewal and modifications thereof.

The Mortgagor and Pledgor agrees as follows:

1. Mortgagor shall pay the indebtedness secured by this mortgage, together with interest thereon, on or before the due date without relief from valuation and appraisal laws and with all attorneys fees of Mortgagee; that this mortgage secures the payment of the aforementioned indebtedness and all extensions and renewals thereof; that Mortgagors own the real estate mortgaged in fee simple free and clear of all liens and encumbrances, except current real estate taxes which are not delinquent and such restrictions as Mortgagors have advised Mortgagee as to the existence of at the date of this mortgage; that Mortgagors will not permit any liens or encumbrances to exist on the aforementioned realty except this mortgage, current real estate taxes which are not delinquent; and such restrictions as Mortgagors have advised Mortgagee as to the existence of at the date of this mortgage, that Mortgagors will not remove, alter or permit to be removed or altered any improvements now or subsequently located on said realty without securing the written consent of Mortgagee in advance; that Mortgagors will not permit anything to be done on said real estate which is either illegal or which might impair the value of said realty, that Mortgagors shall keep all of said real estate in good repair and pay all taxes and assessments levied against said real estate prior to the due dates thereof; to keep all improvements and buildings on

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said real estate insured for their full insurable value with such insurance companies as may be acceptable to Mortgagee against loss or damage from such hazards as may be requested by Mortgagee including, but not limited to, fire, windstorm, tornado, lightning and extended coverage with loss payable clauses in favor of Mortgagee; to keep all premiums for insurance on the mortgaged premises paid prior to the due dates and keep on deposit with Mortgagee all paid premium receipts and all insurance policies (with all endorsements thereon); to deliver and keep on deposit with Mortgagor all abstracts of title, title insurance policies, tax receipts and other title evidence as may be requested by Mortgagee; to execute and deliver to Mortgagee such other instruments as Mortgagee may request to keep Mortgagee vested with a first mortgage lien on said real estate at all times hereafter and to at all times indemnify and forthwith, on demand, reimburse Mortgagee for any loss, damage, costs or expense, including attorney fees arising out of or incurred in connection with any lawsuit or proceedings to which Mortgagee may be made a party with respect to this mortgage or the realty described herein and, in default of such reimbursement, the amount of such loss, damage, costs or expense shall constitute additional indebtedness secured by this mortgage payable with interest at the rate set forth in the note for which this mortgage is security.

2. Mortgagor shall pay to Mortgagee, upon request, such amounts at such times as Mortgagee may request to be held in escrow and disbursed by Mortgagee for the payment of existing taxes, future taxes, insurance premiums or other charges, liens or assessments covering the realty mortgaged.

3. That in the event of loss or damaged to the mortgaged premises, Mortgagors shall give immediate written notice to Mortgagee and Mortgagee is authorized to make proof of loss respecting any insurance on the mortgaged premises in its discretion and each insurance company concerned is hereby authorized and directed to make payment for such loss or damage directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure or other transfer of title to the mortgaged property in partial or complete extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagors in any insurance policies then in force or existing claims thereunder shall pass to the purchaser or grantee.

4. That any other person, firm or corporation taking or receiving a junior mortgage or other lien on said real estate shall take such lien subject to the right hereby granted Mortgagee to extend the maturity of any part or all of the indebtedness hereby secured without notice to any other lienholder and without the lien of this mortgage losing its priority over all other liens and encumbrances; that all sums secured by this mortgage shall become due and payable forthwith, at the option of Mortgagee, if Mortgagors shall convey or contract to convey the mortgaged premises or permit any legal or equitable title interest in said realty to become vested in any other person, firm or corporation; that Mortgagee shall be subrogated to any lien or claim (including all security therefor) paid by or with any part of the monies advanced or secured by this mortgage; that Mortgagee and its agents are authorized to go upon and inspect the premises herein mortgaged at any time to ascertain if Mortgagors are complying with the terms of this mortgage.

5. That all covenants contained in this mortgage shall run with the land and be obligatory upon any successors in ownership of said real estate and their taking possession of said real estate shall constitute evidence of their agreement to be bound thereby and the acceptance of any title interest in said realty shall render any person, firm or corporation personally liable to perform the terms of this mortgage and pay all indebtedness secured hereby.

6. That if default be made or occurs in either the performance of any terms of this mortgage or the payment when due of any part or all of said indebtedness or any other amounts required by this mortgage, Mortgagee, at its exclusive option, may declare all unpaid indebtedness secured by this mortgage immediately due and payable without notice or relief from valuation and appraisal laws and with interest thereon at the rate set forth in the note for which this mortgage is security, and if proceedings to foreclose this mortgage are instituted, all costs of foreclosure, title reports, continuation of abstracts, court cost, attorneys' fees and other expenses of such foreclosure shall be secured by this mortgage and Mortgagors shall be personally liable therefor to Mortgagee with interest as aforementioned.

7. That time is of the essence of this mortgage contract and that the waiver of any options or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. The failure of Mortgagee to exercise any option at any time shall not preclude or bar Mortgagee from exercising such option at a subsequent time. This agreement shall be binding on Mortgagor, Pledgor and their heirs, personal representatives, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage this **December 6, 2007**.

**MORTGAGOR:**

X: *Michael T. Broviak*  
Michael T. Broviak

**PLEDGOR:**

X: *Bonnie L. Broviak*  
Bonnie L. Broviak



STATE OF Ind. )  
COUNTY OF Porter ) SS:

Before me, the undersigned, a Notary Public in and for said county and state, this 6<sup>th</sup> day of December, 07 personally appeared **Michael T. Broviak** and **Bonnie L. Broviak** and acknowledged the execution of the above and foregoing mortgage.

Witness my hand and notary seal the day, month and year last above written.

(SEAL)

*Terry L. Seely*  
(Signature)  
Terry L. Seely, Notary Public  
(Print Name)

My commission expires: 2/4/09 Residence of Porter, County In

This instrument was prepared by Janice K. Ryan, Assistant Vice President on behalf of 1st Source Bank, 100 North Michigan Street, South Bend, IN 46601.

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, Janice K. Ryan, Assistant Vice President.

**BANK USE ONLY:**

Customer Key Number: 262712