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MICHAEL A. BROWN  
RECORDER

## REAL ESTATE MORTGAGE

→ James G. Hunt and Sharon K. Hunt as husband and wife (hereinafter collectively referred to as "Mortgagor"), mortgages and warrants to Tina M. Sibincic (hereinafter referred to as "Mortgagee") the following described real estate in Lake County, Indiana:

**Legal Description:** Lot 5 of the plat of Amendment of Lots 3 through 10, The Heritage, According to the Plat thereof recorded June 15, 2006 as Doc No. 2006-041072 in the office of the Recorder, Lake County, Indiana, excepting therefrom the North 41.00 feet thereof, more commonly known as:

→ **Property Address:** 8455 Marshall Street, Merrillville, IN 46410  
**Key Number:** 08-15-0810-0048

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter collectively referred to as the "Real Estate").

This Mortgage is given to secure:

- (a) the payment of a Promissory note drawn by Mortgagor payable to the order of Mortgagee of even date herewith in the amount of \$10,000.00 (hereinafter referred to as the "Note");
- (b) the performance by Mortgagor of all covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, and any and all other documents executed by Mortgagor in favor of or for the benefit of Mortgagee; and
- (c) the payment and performance of all future advances and all future modifications, extensions, and renewals of any indebtedness or obligations otherwise secured hereby.

Mortgagor, for itself, and for its successors and assigns, covenants and agrees with Mortgagee, and his successors and assigns, as follows:

20.00  
addition #  
1385

1. Default. If there is a default in the payment or performance of any indebtedness hereby secured, or if Mortgagor should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor or otherwise with respect to the Real Estate, then the entire indebtedness aforesaid will, NOT, become due and payable, and the Real Estate will not be subject to foreclosure of this Mortgage, and Mortgagee, may not foreclose or ever be entitled to the possession of the Real Estate and Mortgagor shall not pay costs or attorneys' fees incurred by Mortgagee.

2. Condition and Use of Real Estate. All uses of the Real Estate will be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

3. Taxes, Assessments, and Liens. Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage.

4. Insurance. Mortgagor will maintain one or more policies of insurance with respect to the Real Estate.

5. Limitation on Waivers. Mortgagor, at Mortgagor's, option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release will effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of Mortgagee's rights hereunder will preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of Mortgagee's rights because of one default will preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of Mortgagee's rights or remedies hereunder successively or concurrently.

6. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures will not become due and payable.

7. Notices. All notices under this Mortgage will be in writing and will be personally delivered or sent by certified mail, return receipt requested. Notices will be deemed to have been given when personally delivered or when deposited in the United States mail, with all postage prepaid. Notices hereunder to Mortgagor will be given at the Real Estate or such other address as Mortgagor designates by notice to Mortgagee. Notices hereunder to Mortgagee will be given at the address of Mortgagee listed on the first page hereof or any other address Mortgagee designates by notice to Mortgagor.

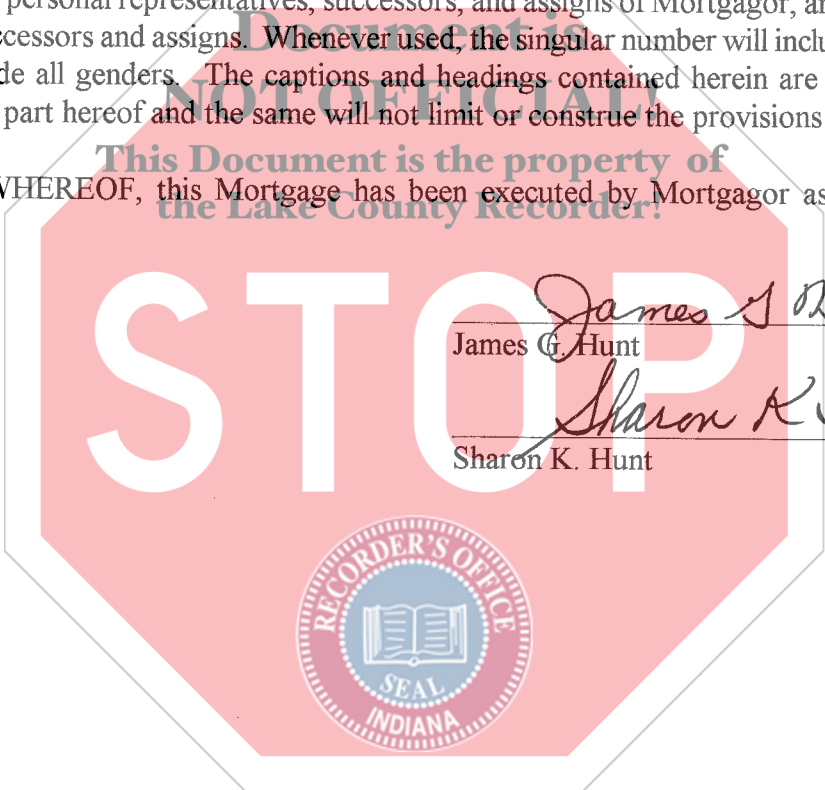
8. Governing Law. This Mortgage will be governed by federal law and the law of the State of Indiana. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

9. Release. Upon payment of all sums secured by this Mortgage, Mortgagee will deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

10. Waivers. Mortgagor waives all right of valuation and appraisal and any homestead rights and exemptions which may accrue with respect to the Real Estate.

11. Miscellaneous Provisions. The covenants, agreements, and conditions hereof will be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and will inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number will include the plural, and the use of any gender will include all genders. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of the 13 day of December, 2007.

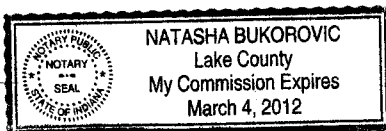


*James G. Hunt*  
James G. Hunt  
*Sharon K. Hunt*  
Sharon K. Hunt

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF LAKE        )

Before the undersigned, a Notary Public in and for said County and State, on the 13<sup>th</sup> day of Dec., 2007, personally appeared James G. Hunt and Sharon K. Hunt personally known to me, and known to me to be the persons who are described in and who executed the foregoing Mortgage, and acknowledged the same to be their voluntary acts and deeds for the uses and purposes therein set forth.

*Natasha Bukorovic*  
Natasha Bukorovic, Notary Public



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.

*John R. Craig*  
John R. Craig

Prepared by: John R. Craig, 8935 Broadway, Merrillville, IN 46410

