2007 099675

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH: That DAVID M. AUSTGEN and DOROTHY A. AUSTGEN, Mortgagors, Mortgage and warrant to DORIS M. AUSTGEN, the following legally described parcels of real estate in Lake County, Indiana, to-wit:

The North half of Lot 4, all of Lot 5 and the South half of Lot 6 in Block 1 in Surprise Park on the Lake as shown in Plat Book 18, page 17, in the Office of the Recorder of Lake County, Indiana, also a part of the Northwest Quarter of Section 35, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southwest corner of the North half of Lot 4 in block 1 in said Surprise Park; thence Westerly along an extension of the South line of the North half of said Lot 4 a distance of 58.9 feet to a seawall; thence Northerly along said seawall 80 feet, more or less, to an extension of the North line of the South half of Lot 6 in Block 1 in said Surprise Park; thence Easterly along said extension 60.6 feet, more or less, to the Northwest corner of the South half of said Lot 6; thence Southerly 80 feet, more or less, 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 Document is the property of

This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount of Five Thousand Dollars (\$5,000.00) given to MORTGAGEE payable as therein provided. The MORTGAGORS expressly agree that this Mortgage shall be and remain as security for the payment of said principal Promissory Note or 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 for said Mortgage in accordance with the terms thereofthe event of a proceeding to foreclose this Mortgage, MORTGAGORS agree to pay reasonable attorney fees and all other expenses that are a part of such proceeding.

The MORTGAGORS further expressly agree to pay the sum of money above secured, without relief form valuation or appraisement 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 MORTGAGORS 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 its interest may appear, and failing to do so, said MORTGAGEE may pay said 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 1st day of December, 2007

DAVID M. AUSTGEN

DOROTHY A AUSTGEN

STATE OF INDIANA

SS.

COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this 1st day of December, 2007, personally appeared DAVID M. AUSTGEN and DOROTHY A. AUSTGEN, MORTGAGORS, and acknowledge 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: 3-20-09

Notary Public

Resident of Porter County, IN

I affirm, under the penalties of perjury, that I have taken reasonable care to reduct each Social Security number in this document, unless required by law and this document was prepared by AUSTGEN KUIPER & ASSOCIATES, P.C., 130 N. Main Street, Crown Point, Indiana 46307.