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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 100125

2007 DEC 21 PM 3:40

MICHAEL A. BROWN  
RECORDER

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH, That Homes of the 20<sup>th</sup> Century, Inc.,  
(hereinafter referred to as the "Mortgagor") of Lake County, State of Indiana,  
MORTGAGES AND WARRANTS to Von Tobel Corporation, 256 S. Washington St.,  
P.O. Box 150, Valparaiso, Indiana 46384-0150 (the "Mortgagee") of Porter County, State  
of Indiana, the following described real estate in Lake County, Indiana:

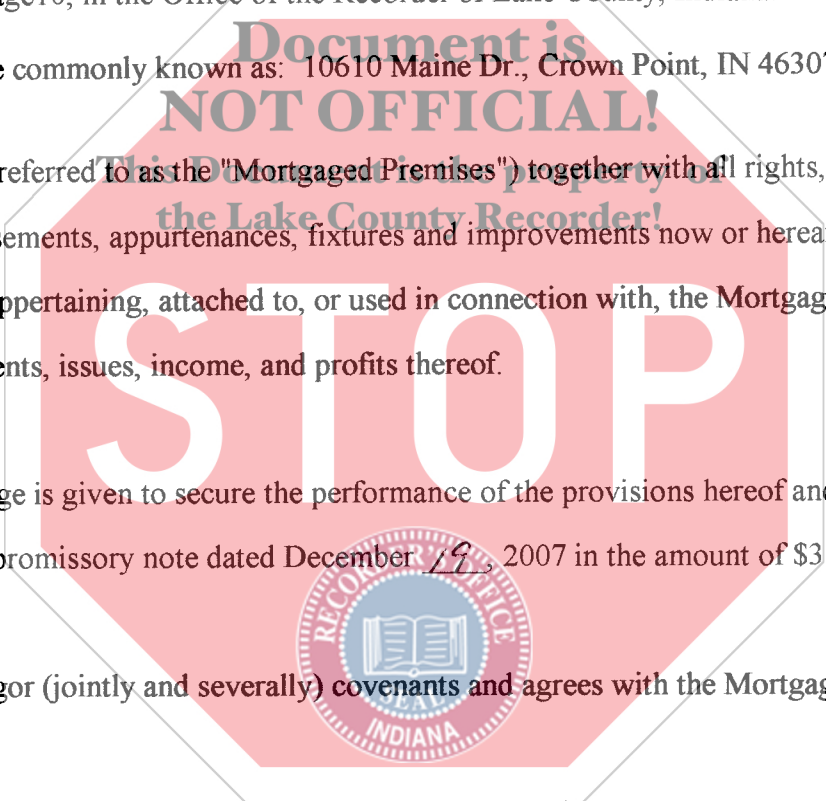
Lot 128 in Waterside Crossing Phase-1, as per plat thereof, recorded in Plat Book  
94 page 10, in the Office of the Recorder of Lake County, Indiana.

More commonly known as: 10610 Maine Dr., Crown Point, IN 46307

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges,  
interests, easements, appurtenances, fixtures and improvements now or hereafter  
belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises,  
and all the rents, issues, income, and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment  
of a certain promissory note dated December 19, 2007 in the amount of \$35,624.43.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:



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**1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided below without relief from valuation and appraisal laws, and attorneys' fees if applicable.

**2. No Liens.** The Mortgagor represents there are no unpaid liens outstanding against the mortgaged premises except unpaid real estate taxes for the year 2007 payable in 2008 and the Mortgagor shall not permit any lien to attach to and remain on the Mortgaged Premises for more than 45 days after receiving notice thereof from the Mortgagee.

**3. Property Not Intended for Occupancy by Mortgagor.** The Mortgagor represents that the mortgaged premises are not intended for occupancy by the Mortgagor or members of his family. Mortgagor represents this mortgage is not intended to be an individual real estate mortgage governed by Regulation Z.

**4. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered

to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

**5. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

**6. Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date of dates of payment at the rate of nine percent (9%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal of equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

**7. Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this

mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

**8. Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

**9. Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at this option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect 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 the Mortgagor to the Mortgagee.




**10. General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form and shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

**11. Title to Mortgaged Premises.** The Mortgagor covenants that it is lawfully seized of the Mortgaged Premises in fee simple; that it has a good right to convey the same.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: 12/19/07 MORTGAGOR: Homes of the 20<sup>th</sup> Century, Inc.

  
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Larry Luebcke



State of Indiana  
County of Porter

Before me the undersigned, A Notary Public for Lake County, State of Indiana, personally appeared Larry Luebcke, for and on behalf of Homes of the 20<sup>th</sup> Century, Inc., and acknowledged execution of the foregoing mortgage and stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of December, 2007.

