

8

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That RJK Enterprises, LLC, an Illinois limited liability company (the "Mortgagor") MORTGAGES AND WARRANTS to Sergio Urquiza and Elizabeth Urquiza (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Lot 6 and the West 1/2 of Lot 7 in Block 22 in Gary Land Company's 4th Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 14 page 15, in the Office of the Recorder of Lake County, Indiana.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, 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 ("Note") dated May 9, 2006, in the principal amount of Twenty-Five Thousand Five Hundred Dollars (\$25,500.00) with interest as therein provided.

Said principal and interest are payable on demand.

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

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 in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair or 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

2007 100

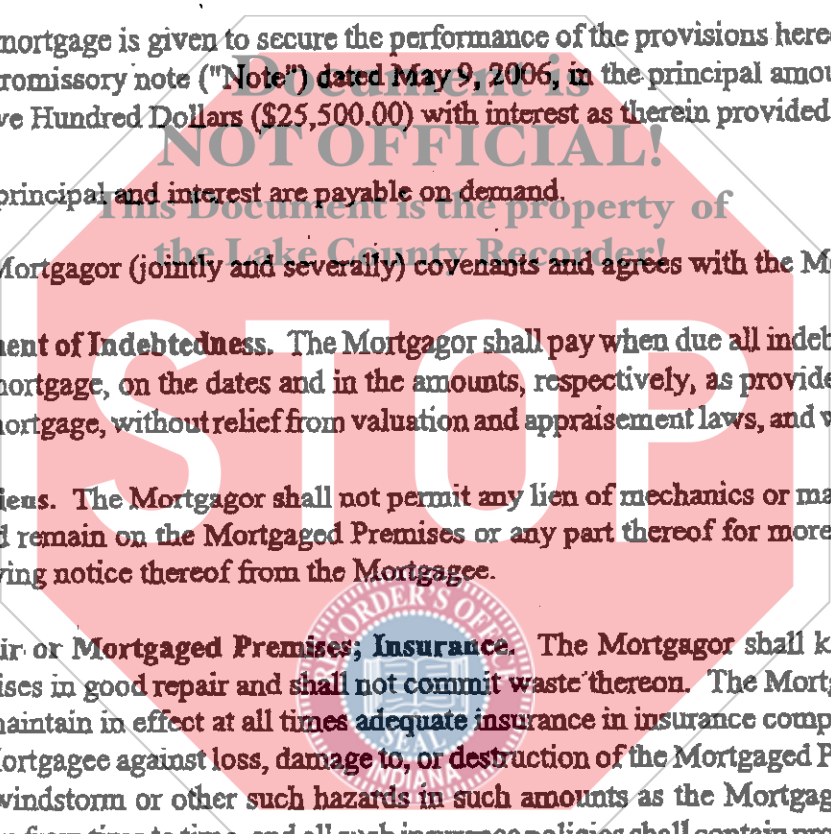
558

2007 DEC 26

PM 2:30

MICHAEL A. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



\$29
CS
CA

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.

4. **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.
5. **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 or dates of payment at the rate of twelve per centum (12%) 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 or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **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.
7. **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.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his 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.

9. **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 the singular form of any word also shall mean or apply to the plural and masculine form 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.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 9th day of May, 2006.

RJK Enterprises, LLC

By:


JEFFREY HAMMOND, Member

By:


RENEE BOOKER HAMMOND, Member

Document is
GUARANTY
NOT OFFICIAL!

The undersigned (the "Guarantors") do hereby jointly and severally, absolutely and unconditionally guarantee to Holder and their successors and assigns, the full and complete performance and payment, as and when same becomes due and payable, of said Note and all sums owing and to be owing and any and all renewals, extensions, rewrite, refinances, modifications, consolidations and replacements thereof, and substitutions therefor of such Note and all instruments had to be had in connection therewith.


JEFFREY HAMMOND, Individually


RENEE BOOKER HAMMOND, Individually



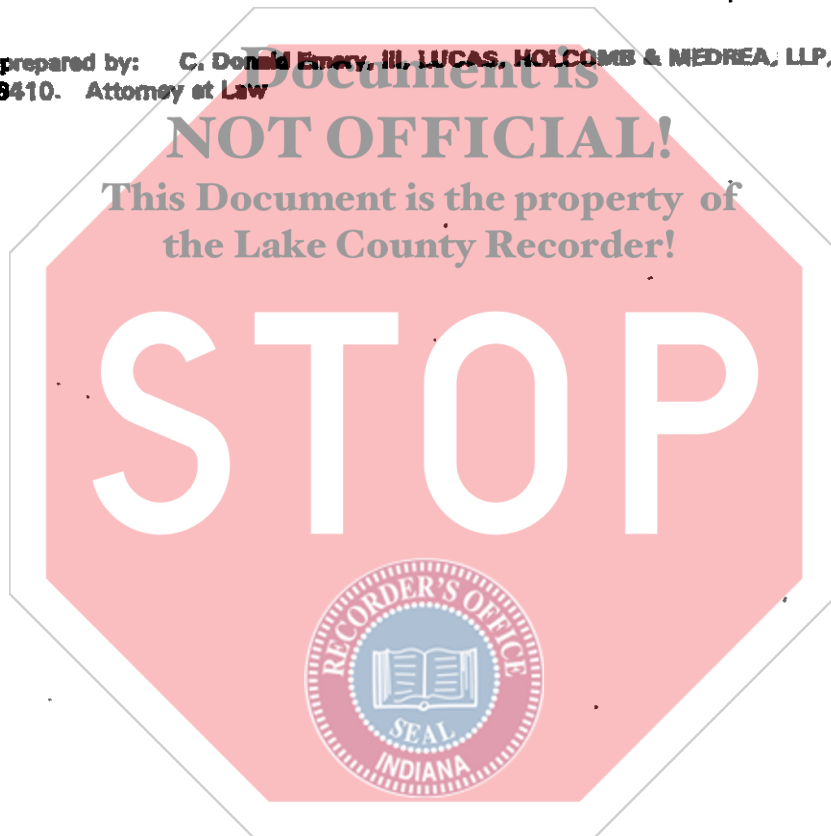
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey Hammond and Renee Booker Hammond, of RJK Enterprises, LLC, and individually, who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 8th day of May, 2006.

C. Donald Emery III
Notary Public Signature
Name Printed: C. Donald Emery III
Commission Expires: 5-15-09
County of Residence: Lake

This instrument prepared by: C. Donald Emery, III, LUCAS, HOLCOMB & MEDREA, LLP, 300 East 90th Drive, Merrillville, IN 46410. Attorney at Law



SECURED

PROMISSORY NOTE

RJK Enterprises, LLC promises to pay to the order of Sergio Urquiza and Elizabeth Urquiza the sum of Twenty-Five Thousand Five Hundred Dollars (\$25,500.00), together with simple interest on the principal amount of outstanding at the rate of six and one-half percent (6 ½%) per annum until this Note is paid in full, except during any period of default the interest rate shall be twelve percent (12%) per annum.

Payment of this Note shall be made in thirty-six (36) monthly installments of interest only in the amount of One Hundred Thirty-Eight and 13/100 Dollars (\$138.13) each, beginning June 9, 2006, and continuing on the same day of each month until June 9, 2009, at which time a final/balloon payment of Twenty-Five Thousand Five Hundred Dollars (\$25,500.00) shall be due, which shall pay this Note in full, if all monthly payments have been timely made. The monthly installments represent payments of interest only.

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to the costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of the Note shall control. The Holder reserves the right to endorse, sell and assign this Note and the assignee shall take the same subject to all the terms and conditions herein.

To secure payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated May 9, 2006.

Payment of this Note shall be made to Holder at 1370 Joliet Street, Dyer, Indiana 46311, or such other address as the Holder may designate to the undersigned in writing.

This Note is executed on May 9, 2006, at Merrillville, Indiana.

RJK Enterprises, LLC

By: 
JEFFREY HAMMOND, Member

By: 
RENEE BOOKER HAMMOND, Member

GUARANTY

The undersigned (the "Guarantors") do hereby jointly and severally, absolutely and unconditionally guarantee to Holder and their successors and assigns, the full and complete performance and payment, as and when same becomes due and payable, of said Note and all sums owing and to be owing and any and all renewals, extensions, rewrite, refinances, modifications, consolidations and replacements thereof, and substitutions therefor of such Note and all instruments had to be had in connection therewith.


JEFFREY HAMMOND, Individually


RENEE BOOKER HAMMOND, Individually





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAELA A. BROWN
Recorder



PHONE (219) 755-3730
FAX (219) 755-3257

MEMORANDUM

DISCLAIMER

Document is
This document has been recorded as presented.
It may not meet with State of Indiana Recordation requirements.
This document is a copy.
This Document is the property of
the Lake County Recorder!

STOP





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAELA A. BROWN
Recorder



PHONE (219) 755-3730
FAX (219) 755-3257

MEMORANDUM

DISCLAIMER

Document is

NOT OFFICIAL!
This document has been recorded as presented.
It may not meet with State of Indiana Recordation requirements.
This Document is the property of
the Lake County Recorder!

STOP

