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### REAL ESTATE MORTGAGE

2008 0180

**THIS INDENTURE WITNESSETH**, that **Sheila K. Bogart**, (the "Mortgagor") of Lake County, Indiana, **MORTGAGES and WARRANTS** to **Bruce R. Smith and Judith Smith**, (the "Mortgagee") of Lake County, Indiana, the following described Real Property in Lake County, Indiana:

Part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, described as follows: Beginning at a point on the West line of Main Street to the place of beginning, in the City of Crown Point, Lake County, Indiana,

Commonly known as: 321 North Main Street, Crown Point IN 46307

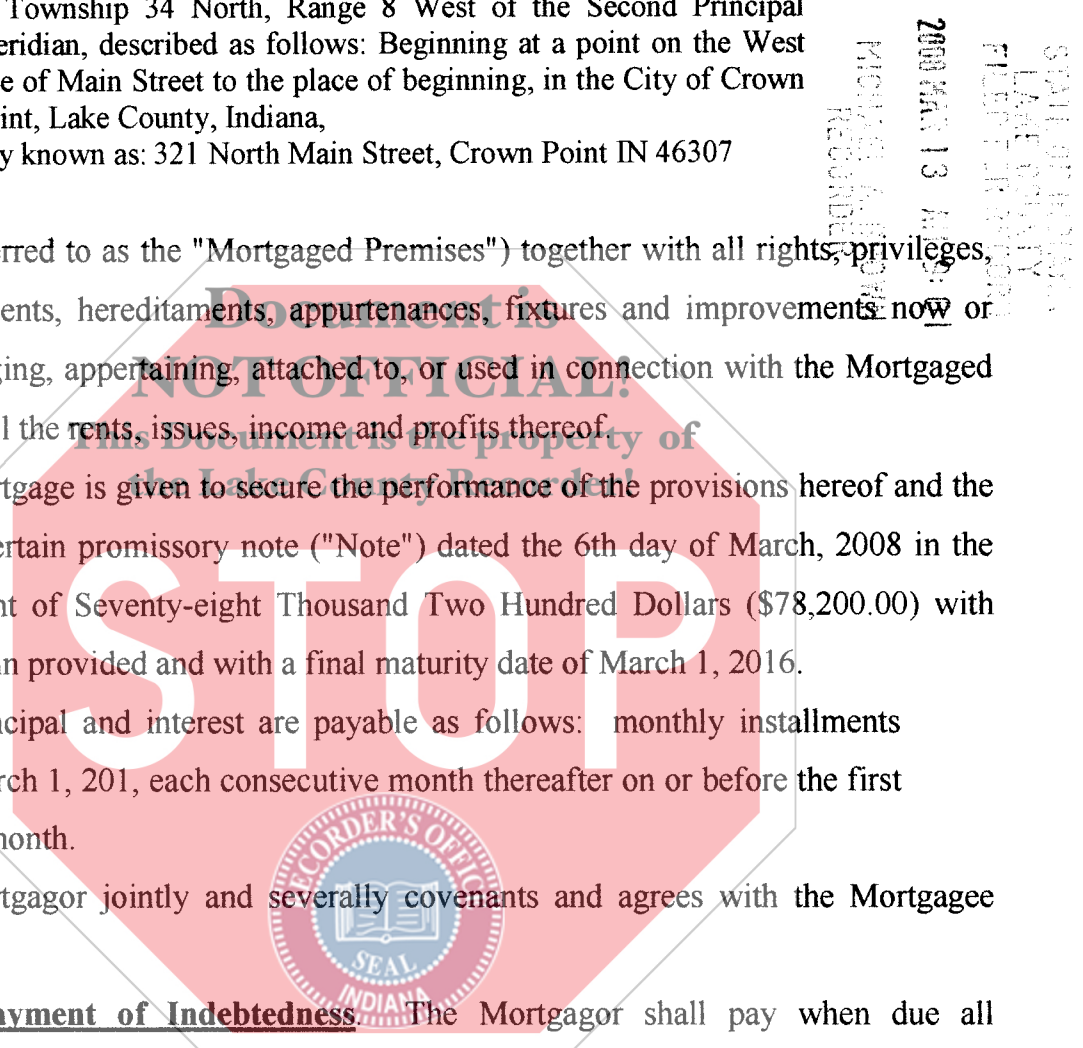
(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, 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 the 6th day of March, 2008 in the principal amount of Seventy-eight Thousand Two Hundred Dollars (\$78,200.00) with interest as therein provided and with a final maturity date of March 1, 2016.

Said principal and interest are payable as follows: monthly installments from March 1, 201, each consecutive month thereafter on or before the first of each month.

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 attorney fees.



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2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach and to remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

3. **Repair of Mortgaged Premises.** 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 Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in an amount not less than the full insurable value of the property, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the parties herein as their respective interests may appear. All such policies 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.** The Mortgagee, at his option, may 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 percent (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 shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such even, 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 therefore, 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 hereunder 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 the 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 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 are for convenience only and

do not define, limit, or construe the contents of the paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this 6th day of March, 2008.

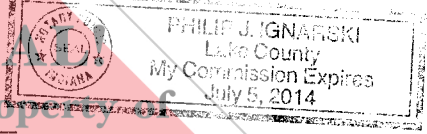
*Sheila K. Bogart*  
Sheila K. Bogart

STATE OF INDIANA, COUNTY OF LAKE, SS:

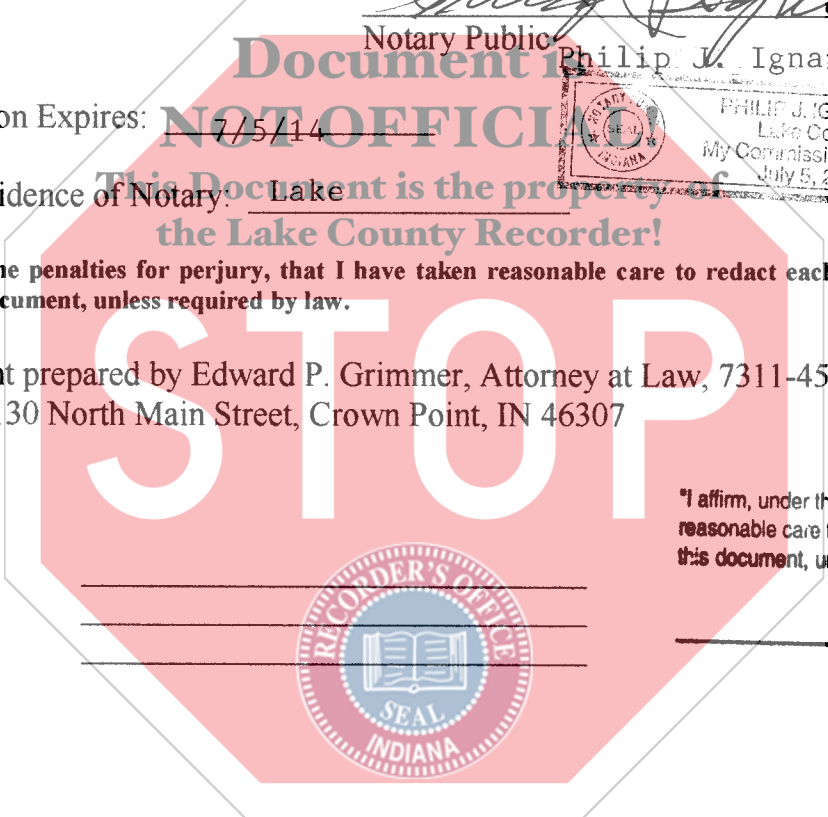
Before me the undersigned, a Notary Public for said county and state, personally appeared **Sheila K. Bogart**, and being first confirmed as to her identity, did execute this foregoing Mortgage. Signed and sealed this 6th day of March 2008.

*Philip J. Ignarski*  
Notary Public Philip J. Ignarski

My Commission Expires: 7/5/14



County of Residence of Notary: Lake



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.

This instrument prepared by Edward P. Grimmer, Attorney at Law, 7311-45  
130 North Main Street, Crown Point, IN 46307

Return to:

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"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." Chris Burk

