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REAL ESTATE MORTGAGE

This indenture witnesseth that Onufry Popyk, Jr., over the age of eighteen (18) years, as sole Trustee of The Popyk Revocable Trust dated June 30, 1995,

of Lake County, Indiana, as
MORTGAGOR

Mortgages and warrants to Regency Place of Dyer

of Lake County, Indiana, as
MORTGAGEE,

the following real estate in Lake County, State of Indiana, to wit:

Lots 33 and 34 in Block 2 in Jolidon Addition to Griffith, as per plat thereof recorded in Plat Book 2, page 94, in the Office of the Recorder of Lake County, Indiana

Commonly Described as: 418 North Lindberg St., Griffith, IN 46319

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment when the same shall become due, of the following indebtedness of even date herewith:

The sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) for costs incurred by Onufry and Pauline Popyk, and for any debt liability which accrues from this date hereafter, for nursing home services at Regency Place of Dyer, in Dyer, Indiana, which amount is due upon the sale of the Mortgaged property or six (6) months from the execution date of this Real Estate Mortgage, whichever occurs first, and upon default, said amount shall be due in full, and Mortgagee can enforce this Mortgage.

with interest at the rate of 18 per cent per annum computed annually during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of 18 per annum computed semi-annually during such period when shall be any delinquency or default in the payment of any moneys to be paid on this

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obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

- B. Also securing any renewal or extension of such indebtedness;*
- C. Also securing all future advances to the full amount of the mortgage;*
- D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.*

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep real estate and improvements thereon in their present condition and repaired, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. *In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.*

6. *It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.*

7. *In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at a rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.*

8. *In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.*

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. *Additional Covenants:*

10.1 Mortgagor shall pay when due all taxes and assessments levied against said real estate.

10.2 Mortgagee shall execute and deliver a release of this Mortgage following the payment of said debt to Mortgagee.

State of Indiana, Lake County, ss: Dated this 11 day of August, 2008

Before me, the undersigned, a Notary Public in and for said County and State, this 11 day of August 2008, personally appeared:

Onufry Popyk, as sole Trustee of the Popyk Revocable Trust

Onufry Popyk, Jr. Seal
Onufry Popyk, Trustee

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Angela Manfre Notary Public

ANGELA MANFRE Printed Signature

My commission expires 09/27 2012

Resident of Lake County

ANGELA MANFRE
Notary Public - State of Indiana
My Comm. Exp. Sept. 27, 2012

This Instrument prepared by Robert F. Smith, Jr., P.O. Box 219, Syracuse, IN 46567

Mail To: Robert F. Smith, Jr., P.O. Box 219, Syracuse, IN 46567

ATTORNEY VERIFICATION

Pursuant to I.C. 36-2-11-15, 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.

Robert F. Smith, Jr.
Robert F. Smith, Jr.
Attorney No. 17158-49
P.O. Box 219
Syracuse, Indiana 46567

