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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 063348

2008 SEP -9 PM 2:29

MICHAEL A. BROWN  
RECORDER

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANKSPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, MAY CONSTITUTE THE PRACTICE OF LAW WHICH SHOULD ONLY BE DONE BY A LAWYER.

### REAL ESTATE MORTGAGE

This Indenture Witnesseth, That **Michael G. and Helen Hecimovich** of Lake County, in the State of Indiana, as **MORTGAGOR**, Mortgage and warrants to **Andrew and Eva Ann Macheca** of Lake County, in the State of Indiana, as **MORTGAGEE**, the following real estate in Lake County, State of Indiana, to-wit:

Lot 4 in BRIGHTON WOODS, an Addition to the Town of Dyer, Indiana, as shown in Plat Book 80, Page 02, in the Office of the Recorder of Lake County, Indiana.

(commonly known as 2971 Hart Street, Dyer, Indiana)

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:

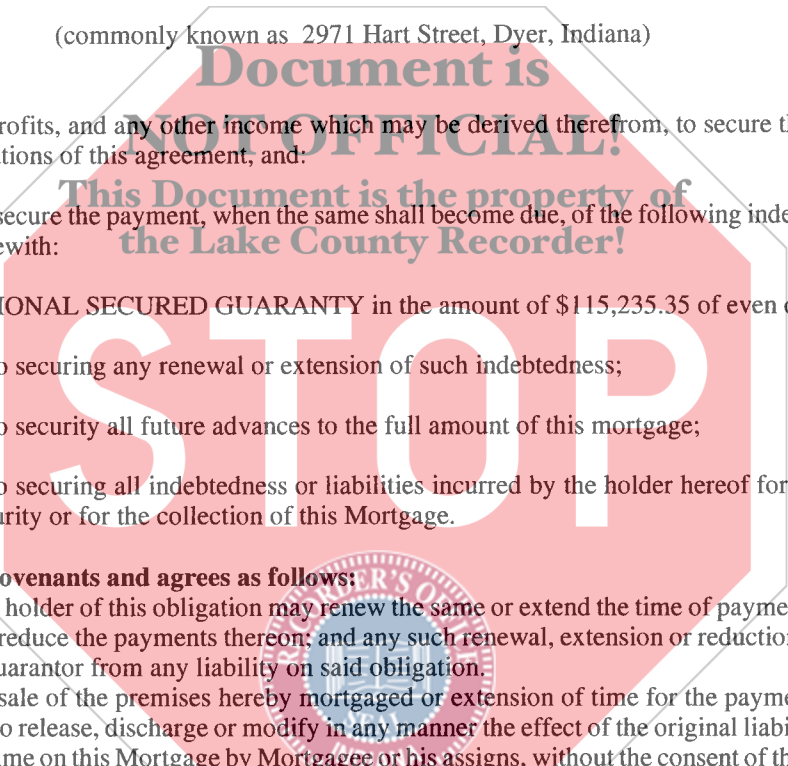
A. To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

UNCONDITIONAL SECURED GUARANTY in the amount of \$115,235.35 of even date herewith

- B. Also securing any renewal or extension of such indebtedness;
- C. Also security all future advances to the full amount of this 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. 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.
2. 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 Mortgagor 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 monies advanced and hereby secured.
3. 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.
4. 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 shall 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 including all heating, plumbing, lighting or other fixtures now or hereafter attached to or used in connection with said premises.
5. 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 the Mortgagor to show the condition of the title at the date of said continuation, and which sums necessarily spent for the continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight percent per annum, shall become part of the debt secured by the 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 absolute property of the Mortgagee.



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6. 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.
7. 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 the Mortgagor, or successors in ownership.
8. Additional Covenants:

  
 Michael G. Hecimovich

  
 Helen Hecimovich

STATE OF INDIANA SS:

COUNTY OF LAKE

On this 3rd day of Sept, 2008, before me, a Notary Public in and for said County and State, personally appeared Michael G. Hecimovich and Helen Hecimovich, of Lake County, Indiana, who acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal this date: September 3, 2008

My Commission Expires: 2/08/09



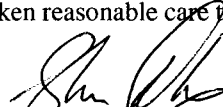
  
 (Signature of Notary Public)

Daniel L. Freeland  
 (Printed/Typed Name of Notary Public)

Residence of: LAKE County, Indiana

I affirm, Under the Penalty for Perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

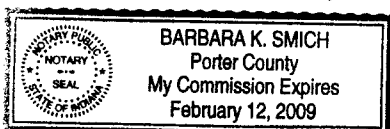
This Instrument prepared by:

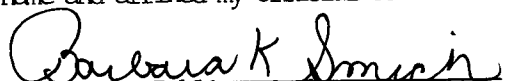
  
 Shawn D. Cox, Indiana Atty #20074-45  
 433 West 84<sup>th</sup> Drive  
 Merrillville, Indiana 46410

Mail to: Michael G. and Helen M. Hecimovich  
 2971 Hart Street  
 Dyer, IN 46311

STATE OF INDIANA )  
 SS:  
 COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, subscribed and sworn to before me, this 9th day of September, 2008  
 IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal.



  
 Notary Public - Barbara K. Smich