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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 063378

2008 SEP -9 PM 4:07

MICHAEL A. DOWDY
RECORDER

REAL ESTATE MORTGAGE

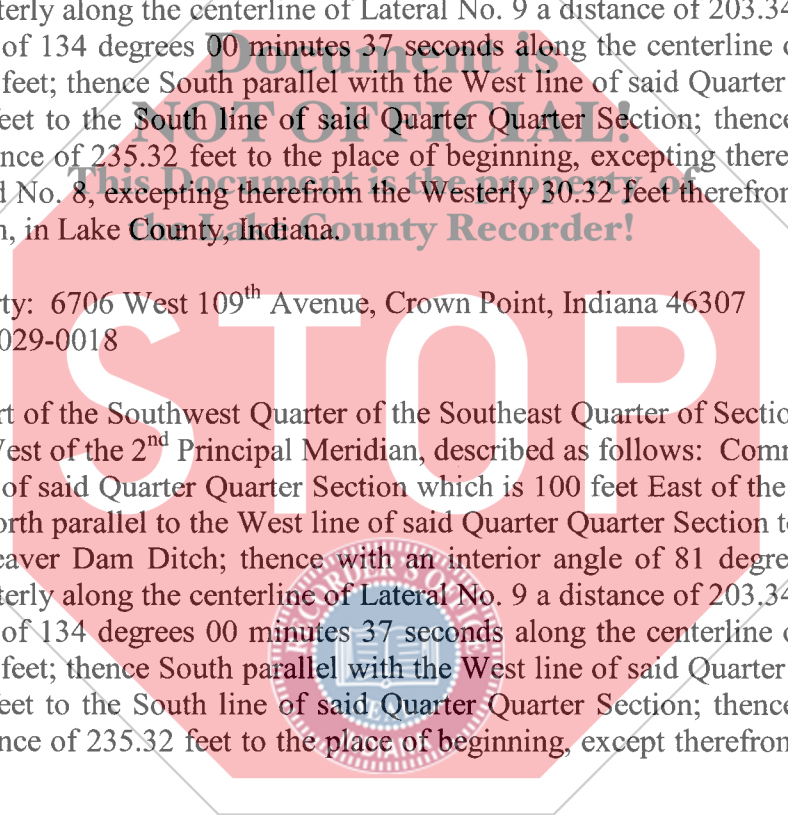
Herman Barber
10200 Broadway
Crown Point, IN 46307

THIS INDENTURE WITNESSETH, that **ELMYRA E. WILSON**, (the "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to **JEROME WILSON**, (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Parcel 1: Part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point on the South line of said Quarter Quarter Section which is 100 feet East of the Southwest corner thereof, thence North parallel to the West line of said Quarter Quarter Section to the centerline of Lateral No. 9, Beaver Dam Ditch; thence with an interior angle of 81 degrees 53 minutes 47 seconds Southeasterly along the centerline of Lateral No. 9 a distance of 203.34 feet; thence with an exterior angle of 134 degrees 00 minutes 37 seconds along the centerline of Lateral No. 9 a distance of 43.09 feet; thence South parallel with the West line of said Quarter Quarter Section a distance 313.48 feet to the South line of said Quarter Quarter Section; thence West along said South line a distance of 235.32 feet to the place of beginning, excepting therefrom the right-of-way of State Road No. 8, excepting therefrom the Westerly 30.32 feet therefrom and the Easterly 105 feet therefrom, in Lake County, Indiana.

Address of property: 6706 West 109th Avenue, Crown Point, Indiana 46307
Key No: 03-07-0029-0018

Parcel 2: Part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point on the South line of said Quarter Quarter Section which is 100 feet East of the Southwest corner thereof, thence North parallel to the West line of said Quarter Quarter Section to the centerline of Lateral No. 9, Beaver Dam Ditch; thence with an interior angle of 81 degrees 53 minutes 47 seconds Southeasterly along the centerline of Lateral No. 9 a distance of 203.34 feet; thence with an exterior angle of 134 degrees 00 minutes 37 seconds along the centerline of Lateral No. 9 a distance of 43.09 feet; thence South parallel with the West line of said Quarter Quarter Section a distance 313.48 feet to the South line of said Quarter Quarter Section; thence West along said South line a distance of 235.32 feet to the place of beginning, except therefrom the right-of-way



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of State Road No. 8, all in Lake County, Indiana, excepting therefrom the Westerly 130.32 feet thereof.

Address of property: 6580 West 109th Avenue, Crown Point, Indiana 46307
Key No: 03-07-0029-0021

(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 21st day of August, 2008, in the principal amount of Three Thousand Dollars (\$3,000.00) with interest as therein provided and with a final maturity date of the 20th day of August, 2018.

Said principal and interest are payable at maturity.

The Mortgagor 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.
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 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 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 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.

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 eight per centum (8%) 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. Transfer of the Property. If all or any part of the property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the Mortgagee shall have the right to approve the transferee prior to the transfer, and if the Mortgagee believes that the transfer has impaired his security or enhanced the likelihood of default or foreclosure, the Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable.

7. Default by Mortgagor; Remedies of Mortgagee. It is agreed that time is the essence of this agreement, and 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 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. Appointment of Receiver. In the event of such failure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said real estate, collect the rents, income or profits, in money or 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 discharge the indebtedness due or to become due.

9. 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.

10. 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.

11. Prepayment. This Mortgage may be prepaid in any amount at any time without penalty.

12. General Agreement of the Parties. Time is declared of the essence. 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 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 21st day of August, 2008.


Elmyra E. Wilson
ELMYRA E. WILSON

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared Elmyra E. Wilson who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 21st day of August, 2008.

Georgene Rosinko
Notary Public (signature)

My Commission Expires: 8/1/14

Georgene Rosinko
Notary Public (printed or typed)

County of Residence: Lake

This instrument prepared by Herman Barber, Attorney at Law, 10200 Broadway, Crown Point, Indiana, 46307.

I affirm under the penalty of perjury, that I have
letten care to redact each and every mark
in this document, unless required by law
Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Herman Barber

