

MORTGAGE

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THIS INDENTURE made this 30th day of June, 2008, WITNESSETH: That JUAN RUDEK, MORTGAGES AND WARRANTS to: ESTATE OF ALBIN T. KLISIAK, ("Mortgagees"), the following described real estate situated in Whiting, County of Lake, State of Indiana, to-wit:

Lots 17 & 18, Block 4, Mary Agnes Roberts and Amy Jane Roberts First Addition to Hammond, as per plat thereof, recorded in Plat Book 4, page 29, in the Office of the Recorder of Lake County, Indiana.

Address: 1701 Indianapolis Blvd., Whiting, IN 46394

Key No. 35-305-1

together with all building, improvements, appurtenances, privileges, rights and fixtures therein, thereon or thereto belonging (hereinafter called the "Real Estate") and the rents and profits of the Real Estate, which said rents and profits are not and hereby assigned to Mortgagee as of the date of any default in the performance of Mortgageor's herein obligations.

IN CONSIDERATION FOR AND TO SECURE THE PAYMENT OF THE PRINCIPAL SUM OF THIRTY THOUSAND DOLLARS (\$30,000.00) evidenced by that certain Mortgage Note of even date herein within in said principal amount, payable with interest and in such manner as set forth therein, and all future advances and additional amounts, all of said principal and interest payments being payable in legal tender of the United States of America, at such place in the United States of America as the legal holder thereof may from purchase time direct, and all principal and interest payments being with attorneys' fees and without relief from valuation and appraisal laws of Indiana, and bearing interest after maturity until paid at the highest rate then lawful to contract in Indiana;

AND LIKEWISE IN CONSIDERATION FOR AND TO SECURE THE PERFORMANCE by Mortgageor of all Mortgageor's covenants, agreements, promises, payments and conditions hereinbefore or hereinafter set out, those set out in that certain Purchase Agreement dated June 3, 2008, (hereinafter the "Agreement"), as well as those set out in that certain continuing personal guaranty (which, together with said Agreement, Mortgage Note and this Mortgage are hereinafter collectively called the "Loan Documents"), Mortgageor covenants with Mortgagee and warrants and represents as follows:

1. **Title To and Condition and Use of Real Estate.** That Mortgageor owns the Real Estate in fee simple; that this instrument is a valid and subsisting first mortgage and lien thereon; to deliver contemporaneously herewith to Mortgagee a satisfactory title insurance policy to be held by Mortgagee until this Mortgage is fully satisfied; that upon default by Mortgageor in any of its obligations hereunder, or under the Loan Documents, to procure at its own expense a continuation of said title insurance policy to the date of default, by a title insurance company designated by Mortgagee, and deliver same to Mortgagee; upon any foreclosure hereof, Mortgageor to procure and furnish a like continuation of title insurance policy to and including the expiration of the time for redemption, if any, of the Real from the sale had under such foreclosure; to execute and deliver all further instruments necessary or deemed so by Mortgagee to effectuate the first mortgage security hereby intended to be given; to pay all indebtedness hereby secured as the same becomes due; to perform all covenants, agrees and obligations under the loan documents; to keep the Real Estate in good repair and not to suffer or permit waste thereon; to pay all taxes, impositions and assessments levied against the Real Estate and premises and to make all such payments when due, and to file receipts therefore with Mortgagee within ten (10) calendar days thereafter; to suffer or permit no liens of mechanics or materialmen to attach to the Real Estate; to pay, when the same become due, all encumbrances and liens upon the Real Estate; to permit nothing unlawful to be done upon the Real Estate or any thing that might impair the value of the security intended to be effected by this instrument; to comply with all laws, ordinances and rulings of the governmental agency in which the Real Estate is located relating to the Real Estate; to keep the premises herein described constantly insured for their full insurable value against the loss or damage by fire, lightning, tornado, windstorm, cyclone and plate glass damage and otherwise in such manner as deemed necessary by the Mortgagee under the Loan Documents, to likewise procure any and all other kinds of insurance, all such forms of insurance to be in such insurance companies as Mortgagee may approve, with a mortgage clause in said insurance policies in favor of Mortgagee for the full amount of all indebtedness now due or hereinafter due hereunder, and immediately to deliver such policies to Mortgagee, performed and not less than thirty (30) days before the expiration of any of such policies, renewals thereof shall be procured and forwarded to Mortgagee, and in the event of any such sums becoming due under any of the said policies the same may be collected by Mortgagee and at its option applied either upon principal or interest due or to become due after this Mortgage and the obligations secured hereby or may be released to the Mortgageor upon his having repaired and replaced all damages covered by such insurance and in the event any sums are so released to the Mortgageor no part thereof shall be treated as a payment upon any obligations secured by this mortgage; that all obligations of the Mortgageor hereunder and under the Loan Documents, shall continue in full force and effect until all of the herein described obligations are fully performed and paid; that the Mortgagee may be at any time, by written agreement therefore with Mortgageor and without notice to any persona, extend the time for the performance of Mortgageor's obligations hereunder of any part hereof, without thereby impairing, effecting, postponing or subordinating the lien of this Mortgage or releasing any person from liability hereunder that upon suit being brought to foreclose any lien upon the hereinbefore described premises, this Mortgage may be foreclosed for the entire principal sum, interest, expenses, obligations and attorneys' fees hereby secured.

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