## **MORTGAGE**

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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 Mortgagor'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 appraisement laws of Indiana, and bearing interest after maturity until paid at the highest rate in lawful to contract in Indiana;

1. Title To and Condition and Use of Real Estate. That Mortgagor 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 Mortgagor 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, Mortgagor 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 reby secured as the same becomes due: to perform all covenants, agrees and obligations under the loan documents; to keep the Reaf Estate Ingood repair and not to suffer or permit waste thereon; to pay all taxes, impositions and assessments levied against the keal Estate and premises and to make all such payments when due, and to file receipts therefore with Mortgagee with 10 Valentia. 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, lightening, tornado, windstorm, cyclene and place grass. damage and otherwise in such manner as deemed necessary by the Mortgagee under the Loan Documents, to fixewise 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 Mortgagor upon his having repaired and replaced all damages covered by such insurance and in the event any sums are so released to the Mortgagor no part thereof shall be treated as a a payment upon any obligations secured by this mortgage; that all obligations of the Mortgagor 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 Mortgagor and without notice to any persona, extend the time for the performance of Mortgagor's obligations hereunder of any part hereof, w 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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- 2. Foreclosure Rights and Default. That in the event of foreclosure of this Mortgage a reasonable sum shall be allowed for the aftorneys' fees of Mortgagee, and also reasonable charges for all outlays incident to such foreclosure shall be allowed, and all such attorneys' fees and incidental charges shall be and become so much additional indebtedness hereby secured; that in the event of failure of the Mortgagor to keep, perform and pay each and every one of its covenants, agreements, payments and obligations hereinabove specified, and as set forth in the Loan Documents, the Mortgagee may, but is not required to do so, perform and keep said obligations, and any such money advanced by Mortgagee therefore, shall forthwith be due and payable by Mortgager to Mortgagee, without demand therefore, without relief from valuation and appraisement laws; and with attorneys' fees, and any amount so advanced, shall be and become so much additional indebtedness secured hereby, and in the making of such payment or advance for Mortgagor, it shall not be obligatory upon Mortgage to inquire into the validity or propriety of any obligation so paid by Mortgagee; that upon any default in payment or performance of the covenants, agreements, payments and obligations of Mortgagor as hereinbefore set out, or as set out in the Loan Document, then the whole amount of the principal sum hereby secured, together with all interest to date and all sums that may have been at the option of the Mortgagee and without notice, become immediately due and payable, and upon any such default the Mortgagee shall have the right immediately to foreclose this Mortgage. The omission of the Mortgagee to exercise said option upon any default as aforeinsaid, shall not preclude it form exercise thereof upon any subsequent default. That the making of any payment by Mortgagee hereunder or under the Loan Documents for any of the purposes permitted, shall in no event construed as a waiver of the right to avail of any breach of covenant committed, but foreclosure of this Mortgage may, at the option of the Mortgagee be had for said default as if no such payment or advancement had been made; that Mortgagor will at all times indemnify and forthwith, on demand, reimburse Mortgagee from and for any loss, damage, expense or costs, including attorneys' fees, arising out of or incurred in connection with any suit or proceeding to which Mortgagee may be made a party by reason of this instrument, and in default of such reimbursement, the amount of such loss, damage, expense or costs, together with interest thereon at the highest rate for which it is now lawful to contract in Indiana, shall immediately become so much additional indebtedness secured by this Mortgage and payable immediately; that all rights and remedies hereby secured to Mortgagee are cumulative and not in any way in derogation of the rights of Mortgagee under the law of Indiana; that the covenants, agreements and promises of the Mortgagor herein shall run with the land as a condition upon which the loan hereby secured was made, are of the essence of this instrument and any breach thereof shall be deemed a material breach going into the substance of hereof, and Mortgagor expressly waives its right to relief at law or equity from any forfeiture herein provided.
- 3. <u>Appointment of Receiver</u>. In any foreclosure proceedings the Mortgagee may request the appointment of a receiver for the benefit of Mortgagee, and for said receiver to have all powers usually incident to receivers appointed during the pendency of mortgage foreclosures and during the period for redemption, if any, from judicial sale.
- 4. <u>Inspection</u>. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Real Estate provided that Mortgagee shall have Mortgager reasonable notice prior to any such inspection.
- 5. Release of Mortgage. That whenever the Mortgagor shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein and in the Loan Documents undertaken to be performed, than all of such covenants and agreements, shall cease and determine (but not otherwise), and the Mortgagor shall be entitled to a satisfaction and release of this Mortgage, but shall pay the expense of recording same.
- 6. Construction and Applicable Law. That this Mortgage, the Mortgage Note secured hereby and the Loan Documents are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein and therein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall insure to the benefit of the successors and assigns of the Mortgagee and of all holders of said mortgage Note.
- 7. Notice. Except for any notice required under applicable law to be given in another manner, (a) any nice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Real Estate address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein; and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or two such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

IN WITNESS WHEREOF the Mortgagor has hereunto set its hand and seal on the date first about

Juan Rudek

STATE OF INDIANA)

) SS COUNTY OF LAKE ) I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASON-

ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT.

UNLESS REQUIRED BY LAW.

Before me, the undersigned a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personally appeared a notary public fivand for said County and State, personall

My Commission expires: 8-03-2008

Richard S. Tebik, Notary Public Resident of Lake County, Indian

Resident of Lake County, Indiana 1522-119th One. Whiting, IN 46394