STATE OF PUDIANT LAKE COUNTY FILED FOR RECORD

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MICHAEL A. BROWN

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that TIMOTHY W. McCOY and KATHLEEN R. McCOY, individually and as Co-Trustees of the McCoy Revocable Trust dated October 28, 1999, of Crown Point, Indiana, as MORTGAGOR,

**MORTGAGE AND WARRANT TO** TIMOTHY J. McCOY, of Griffith, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

TRACT 1328: PART OF LOT "G" IN THE GATES OF ST. JOHN, UNIT 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100 PAGE 96, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID EAST LINE, 50.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 155.75 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 50.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT, 155.75 FEET TO THE PLACE OF BEGINNING.

Commonly known as: 10221 Privet Drive, Crown Point, Indiana 46307

New Parcel #45-15-02-104-012.000-041 Old Parcel # 003-51-58-0051-0021

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: This Mortgage is given to secure a Promissory Note of even date herewith in the principal sum of Three Thousand (\$3,000.00) Dollars, executed by the Mortgagor herein in favor of the Mortgagee herein, due and payable on demand.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and failing to do so, the Mortgagee may pay said taxes or insurance, and the

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ance, and the

amount so paid, with -0- percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Dated this 15th day of September, 2008.

OF THE McCOY REVOCABLE TRUST

KATHLEEN R. McCOY

KATHLEEN R. McCOY, AS CO-TRUSTEE OF THE McCOY REVOCABLE TRUST

STATE OF INDIANA

) SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of September, 2008, personally appeared TIMOTHY W. McCOY and KATHLEEN R. McCOY, individually and as Co-Trustees of the McCoy Revocable Trust dated October 28, 1999, and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 09/13/2009

Jessica A. Pavlakis - Notary Public Resident of Lake County

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. Michael D. Dobosz, Attorney at Law

THIS INSTRUMENT PREPARED BY:

Michael D. Dobosz, Esq. (#14539-45)

HILBRICH CUNNINGHAM SCHWERD DOBOSZ & VINOVICH, LLP

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