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MICHIGAN TOWN
RECORDER

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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Bertrum E. Moyer, Mortgagor, whose mailing address is 23920 COLFAX ST., LOWELL, IN 46356 (the "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to Daryle L. Moyer, whose mailing address is 23304 Colfax Street, Lowell, Indiana 46356 (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

The South Half of the Northeast Quarter of Section 35, Township 32, North, Range 9 West of the 2nd P.M., in Lake County, Indiana, including the buildings situated thereon.

Being key number: 02-03-0041-0005.

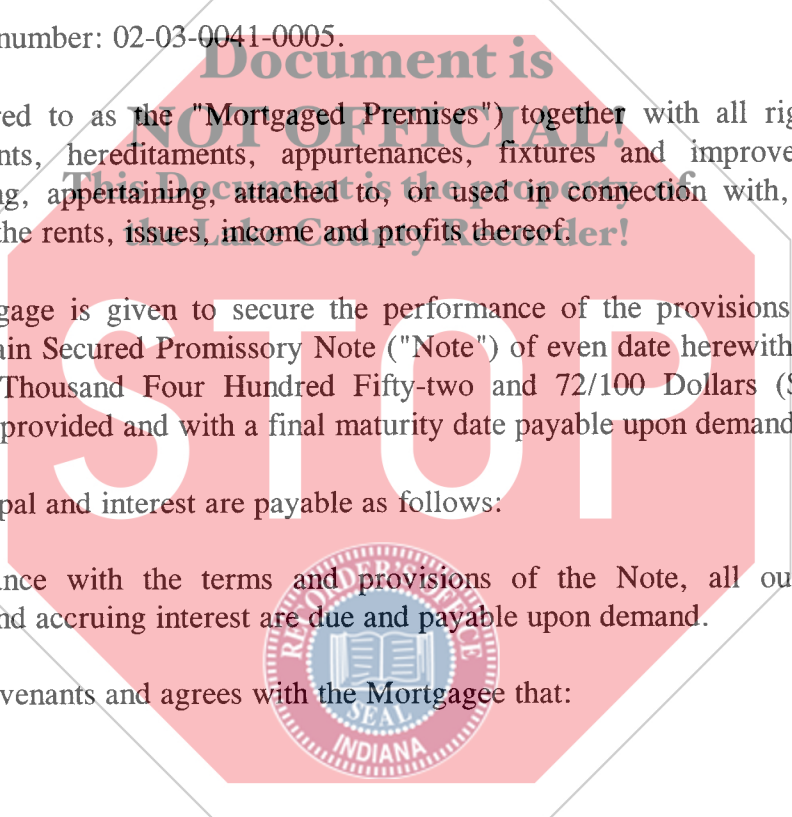
(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain Secured Promissory Note ("Note") of even date herewith in the principal amount of Nine Thousand Four Hundred Fifty-two and 72/100 Dollars (\$9,452.72) with interest as therein provided and with a final maturity date payable upon demand.

Said principal and interest are payable as follows:

In accordance with the terms and provisions of the Note, all outstanding principal and accruing interest are due and payable upon demand.

The Mortgagor covenants and agrees with the Mortgagee that:



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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 attorneys' fees. Upon request of Mortgagor, Mortgagee at Mortgagee's option prior to release of this Mortgage, may make future advances to Mortgagee. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or other evidence of indebtedness, stating that said obligations are secured hereby. Future advances secured by this Mortgage shall be due and payable in accordance with the terms and provisions creating the obligations.

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 such amounts as the Mortgagee may reasonably require from time to time, 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 twelve percent (12%) 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. **Default by Mortgagor; Remedies of Mortgagee.** 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 if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, 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.

7. **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.

8. **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.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to

Prepared By: Craig M. Buche
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main Street, P.O. Box 575, Goshen, IN 46527-0575
Telephone: 574-533-1171

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.

Craig M. Buche
130 N. Main Street, P.O. Box 575, Goshen, IN 46527-0575

Return to: DARYLE MOYER, 23304 COLFAX ST., LOWELL, IN 46356

