

2009 066089

2009 SEP 29 PM 3:25

MICHAEL A. BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE, made the 10th day of June, 2009, WITNESSETH, that **TIM VANTILBURG, an adult**, whose address is 1524 West 94th Lane, Crown Point, IN 46307, (hereinafter referred to as Mortgagor), hereby mortgages and warrants to **CHARLES G. SITTIG and JULIE A. SITTIG, husband and wife, jointly or to the survivor**, (hereinafter referred to as Mortgagee), of 6702 West Martin Road, Three Oaks, MI 49128, the following described lands and premises situated in the County of Lake, and State of Indiana, viz:

Lot 14 in Fieldstone Crossing Unit One, in the City of Crown Point, as per plat thereof, recorded in Plat Book 73, Page 25, in the Office of the Recorder of Lake County, Indiana.

which has the approximate address of 1524 West 4th Lane, Crown Point, IN 46307, and is hereinafter referred to as Mortgaged Premises.

Together with all rights, privileges, interest, easements, appurtenances, fixtures, and improvements now or hereafter thereto 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 payment of a certain promissory note dated June 10, 2009, in the amount of **ONE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED AND 00/100 (\$157,100.00) Dollars**. 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 below without relief from valuation and appraisal laws, and attorneys' fees as applicable.
2. **No Liens.** The Mortgagor warrants there are no outstanding liens against the property except for unpaid real estate taxes for the year 2009 and the Mortgagor shall not permit any lien to attach to and remain on the Mortgaged Premises other than those liens currently in existence on any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Property Occupied by Mortgagor.** The Mortgagor represents that the Mortgaged Premises are occupied by the Mortgagor.

Prepared by: Elizabeth A. Rettig under the supervision of
FARINA & WOJCIK, P.C. ATTORNEYS AT LAW
45 N Whittaker - Ste 200 □ New Buffalo, MI 49117
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4. **Due on Sale - Consent by Lender.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether, legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) percent of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.
5. **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 interest may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
6. **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.
7. **Advancements to Protect Security.** The Mortgagee may, at her option advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums advanced to 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 five (5)% per cent 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.
8. **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 obtain appropriate title evidence and may add the cost thereof to the principal

balance due.

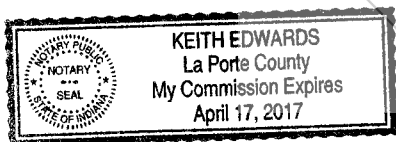
- 9. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of her rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of her rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of her rights or remedies hereunder successively or concurrently.
- 10. **Extensions; Reductions, Renewals, Continued Liability of Mortgagor.** The Mortgagee at their option, may extend the time for 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 Mortgagee to the Mortgagor.
- 11. **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 this mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural and masculine form and 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.
- 12. **Title to Mortgaged Premises.** The Mortgagor covenants that they are lawfully seized of the Mortgaged Premises in fee simple; that they have a good right to convey the same. Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this mortgage.


IN WITNESS WHEREOF, the Mortgagor has caused this document to be executed the day and year first above written.

STATE OF INDIANA)
COUNTY OF Lake)


TIM VANTILBURG

On this 10th day of June, 2009, before me, a notary public in and for said County, personally appeared TIM VANTILBURG, to me known to be the same person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.




Notary Public
Lake County, Indiana
My commission expires: 4-17-17

Prepared by: Elizabeth A. Rettig under the supervision of
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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.

PREPARED BY: 