

A

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 058548

2010 OCT -8 AM 10:36

MICHELLE S. FAJMAN  
RECORDER

**SECOND REAL ESTATE MORTGAGE**

THIS MORTGAGE, made this 2nd day of October 2010, between Mary Ann Winslow of Lake County, Indiana, hereinafter called "Mortgagor", and Donald J. Winslow hereinafter called "Mortgagee". Mortgagor, in consideration of the loan set forth in that certain Promissory Note executed by Mortgagor simultaneously with this Mortgage in the principal amount of Twenty-five Thousand Dollars and 00/100 (\$25,000.00), the receipt whereof is hereby acknowledged, does by these presents mortgage and warrant unto Mortgagee, the following described real estate in the County of Lake, and the State of Indiana, to-wit:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 4 Township 35 North Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, described as beginning at a point 797.08 feet East of the Southwest corner of said Quarter-Quarter Section; thence North at an angle of 89 degrees 15 minutes measured from West to North, a distance of 277.77 feet; thence East at an angle of 90 degrees, a distance of 145 feet; thence South at an angle of 90 degrees, a distance of 279.70 feet to the South line of said Quarter-Quarter Section; thence West 145 feet to the Place of Beginning except therefrom the following described tract: Beginning at a point which is 380.76 feet South of the North line and 942.6 feet East of the West line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 4 (said Point being the Northwest corner of the fire station property); thence South along the West line of said fire station property 279.70 feet to the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 4 and 379.19 feet West of the Southeast corner thereof; thence West along said South line 50 feet; thence North parallel to the West line of the fire station property 279.04 feet; thence East 50 feet to the Place of Beginning.

AMOUNT \$ 20  
CASH  CHARGE \_\_\_\_\_  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLEAK \_\_\_\_\_

Together with all the buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens and storm windows, all permanently installed heating, lighting, plumbing, gas and electric equipment now installed therein and all replacements therefor that may from time to time be installed, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "Premises".

This Mortgage is given to secure indebtedness in the amount of the consideration hereinabove stated, with interest at the rate of zero percent (0%) per annum. Mortgagor shall not be responsible for payments until such time as the above described real estate has been sold. If the real estate has not sold in two (2) years from the date of this Mortgage and Promissory Note, the principal amount of Twenty-five Thousand Dollars (\$25,000.00) shall become due and payable.

Mortgagor does hereby, jointly and severally, covenant and agree with Mortgagee:

1. To pay said indebtedness and the interest hereon as herein and in said Promissory Note provided, or according to any agreement extending the time of payment thereof.
2. To pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises, or any part thereof, and, upon demand by Mortgagee, to exhibit receipts thereof.
3. To pay after the same shall become due under the ordinances, requirements or regulations of any local governmental unit in which the premises or any portion thereof are situated, all water charges or sanitation assessments, if any, against said premises, and upon demand by the Mortgagee, to exhibit receipts therefor.
4. Not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done on said premises, anything that might impair the value thereof, or the security intended to be effected by the virtue of this instrument.
5. To keep all buildings and fixtures that may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire (with extended coverage endorsement) for the full insurable value of said buildings and fixtures; to make all sums recoverable upon such policies payable to the Mortgagee by the usual mortgage clause to be attached to such policies; and to exhibit to or deposit with Mortgagee all of such policies upon Mortgagee's request.
6. In case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure on the part of the Mortgagor to comply with any covenant, condition or provision of this mortgage, then said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of the Mortgagee become due and collectible at once by foreclosure or otherwise, thirty (30) days after written notice to Mortgagor.

7. Upon commencement of any proceeding to enforce or foreclose this mortgage, or any time thereafter until expiration of the period of redemption, Mortgagee shall be entitled as a matter of right, without notice to Mortgagor or any person claiming under it, without regard to the solvency or insolvency of persons liable for the payment of the indebtedness hereby secured, without regard to the then value of the premises and the adequacy of the security, and whether or not the same shall then be occupied by the owner of the equity of redemption, to the immediate appointment of a receiver with power to take possession of said premises, to collect all rentals and profit thereof and to hold and apply the receipts as the court may order for the benefit of Mortgagee and the maintenance of the security.
8. If the note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or if the Mortgagee voluntarily or involuntarily becomes or is made party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagor shall reimburse Mortgagee for its reasonable attorney's fees, costs and expenses of procuring abstracts or other evidence of title and title insurance in connection therewith.
9. Upon any default Mortgagee is hereby empowered to enter upon and take possession of the premises, to let the same, to receive all rents, issues and profits thereof either due or to become due and apply such receipts in payment of necessary charges and expenses and on account of said indebtedness. Mortgagee'S acts, as authorized in this paragraph shall not in any way affect the rights of foreclosure and the appointment of a receiver, or other rights of enforcement, as hereinafter provided.
10. Any award of damages under condemnation for injury to, or taking of, any part of all of the premises is hereby assigned to Mortgagee.
11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. In the event of default of Mortgagor under any covenant or agreement contained in this Mortgage, and for the limited purpose of correcting such default, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagor has instituted proper legal proceedings to test the validity of such taxes or assessments and has deposited with Mortgagee security therefore acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagor; (d) pay all water charges; (e) make repairs on any part of the premises; and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagor to Mortgagee.
13. Proceeds of any insurance policies received by Mortgagee by reason of loss or damage by fire and damages received by Mortgagee under condemnation for injury to, or taking of, any part or all of the premises may be invested in the premises in respect of which they were collected. Such proceeds or damages not so invested shall be applied to reduce the principal of the Promissory Note and to reduce the amount of payment required for the release of lots and improvements in respect of which they were collected.

This Mortgage is second and subordinate to a certain Mortgage dated June 13, 1995 and recorded June 20, 1995 as Document No. 95034329 in favor of Norwest Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage on the date first written above.

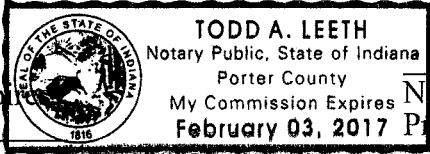
MORTGAGOR:

*Mary Ann Winslow*  
*M Winslow*  
Mary Ann Winslow

STATE OF INDIANA )  
COUNTY OF *Porter* ) SS:

Before me, a Notary Public, in and for said County and State, this 2nd day of September 2010, personally appeared Mary Ann Winslow and acknowledged the execution of the foregoing instrument to be their free and voluntary act.

My Commission Expires \_\_\_\_\_  
County of Residence: \_\_\_\_\_

 *Todd A. Leeth*  
Notary Public Printed: \_\_\_\_\_

I affirm under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Todd A. Leeth

This Instrument Prepared By:

Todd A. Leeth  
Hoeppner, Wagner & Evans LLP  
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