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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH: That MARY T. EMMET as MORTGAGOR, Mortgage and Warrant to SHANNON E. EMMET, as Mortgagee, the following real estate in Lake County, Indiana, to-wit:

Apartment Unit Number 1-A, 634 Hidden Oak Trail in Barrington Woods Condominium, a Horizontal Property Regime, as Document No. 94060058, and filed in Plat Book 77 page 44, in Lake County Indiana, together with an undivided 1.388% interest in and to the common and limited common areas and facilities appurtenant thereto.

Commonly known as Apartment Unit Number 1-A, 634 Hidden Oak Trail, Hobart, Indiana

Parcel No. 45-13-05-380-009.000-018

Together with all rights, privileges, easements and appurtenances thereto belonging, all improvements now or hereafter placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

This Mortgage is given to secure payment of a certain Promissory Note of even date herewith in the principal amount given to MORTGAGEE payable as therein security for the payment of said principal Promissory Note or Promissory Notes that here after may be given in extension or renewal of the same and for any and all other Promissory Notes, indebtedness and obligations of the undersigned for said Mortgage in accordance with the terms thereof. In the event of a proceeding to foreclose this Mortgage, MORTGAGOR agrees to pay reasonable Attorney fees and all other expenses that are a part of such proceeding.

The MORTGAGOR further expressly agrees to pay the sum of money above secured, without relief from Valuation or Appraisal Laws; and upon failure to pay said Promissory Note or any installment thereon as it becomes due, or any part thereof, insurance as hereinafter stipulated, then said Promissory Note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further agreed that until said Promissory Note is paid, said MORTGAGOR will keep the buildings thereon insured for the benefit of the MORTGAGEE, as his interest may appear, and failing to do so, said MORTGAGEE may pay said taxes or insurance, and the amount so paid with Twelve (12) percent interest per annum thereon shall be a part of the debt secured by this Mortgage.

DATED THIS 14th day of October, 2010

Mary T. Emmet
MARY T. EMMET

Notary: Janet L. Dieringer

Janet L. Dieringer
Notary Public State of Indiana
Porter County
My Commission Expires 05/27/2011

2010 060104

2010 OCT 15 AM 9:50
MICHELE EMMETT
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

CS
17⁰⁰
BS

PROMISSORY NOTE

HOBART, INDIANA

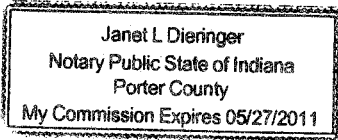
OCTOBER 14, 2010

I promise to pay to the order of SHANNON E. EMMET the sum of THREE THOUSAND (\$3,000.00) Dollars, as follows: On demand, without any relief whatever from Valuation of Appraisement Laws. The drawers, sureties, guarantors and endorsers severally waive presentment for payment, protest, notice of protest and non-payment of the note and agree that on default in payment of this note, or any part, principal or interest, when due, the whole amount remaining unpaid shall, without notice of non-payment or demand of payment, immediately become due and payable. Payors shall not be in default so long as each payment is made within Fourteen (14) Days after the actual due date. The receipt of interest in advance or the extension of time shall not release of discharge any endorser, surety or guarantor on this note.

10/14/2010
DATE

Mary J. Emmet
MARY T. EMMET

Notary: Janet L. Dieringer



"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: Mary J. Emmet