

2

2

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 077146

2010 DEC 29 PM 3:25

REAL ESTATE MORTGAGE

MICHAEL E. ZWIMAN  
RECORDER

This Indenture Witnesseth that JOHN P. GILLIS and ELIZABETH J. GILLIS, as mortgagors, mortgage and warrant to Barbara J. Davis, as mortgagee, of Lake County, Indiana, the following described real estate in Lake County, Indiana, as follows, to-wit:

That part of Tract 41 in Crown Ridge Estates Unit Three, a Planned Unit Development in Crown Point, Indiana, being a subdivision of part of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 35 North, Range 8 West of the Second Principal Meridian, lying South of a line drawn at right angles to and through a point on the East line of said Tract 41, said point being 86.37 feet South of the Eastmost Northeast corner of said Tract 41, in Lake County, Indiana.

Commonly known as: 9621 Jackson Court  
Crown Point, Indiana, 46307

Tax Key Number: 45-12-33-257-033.000-029

Mail tax bills to: John P. Gillis and Elizabeth J. Gillis  
9621 Jackson Court  
Crown Point, Indiana, 46307

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: This mortgage secures an indebtedness of even date in the amount of Three Thousand Dollars (\$3,000.00), payable from Mortgagors to Mortgagee.

Upon failure to pay said indebtedness, or any installment thereof 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.

Upon any default occurring in the payment of said Note or in the conditions thereof or of this Mortgage, the Mortgagee shall have the right to take possession of the said real estate as Mortgagee for the purpose of collecting and applying the rents and profits to the payment of the Mortgage debt, taxes, assessments, insurance and repairs.

Upon failure to pay the principal sum secured by this Mortgage, or interest, or any installment or payment stipulated herein and in the Note when due, or taxes, assessments, or insurance, and deliver policies as herein provided, or upon failure to comply with any other stipulation, condition, covenant, or agreement of the Note or this Mortgage, then all of the principal sum shall become immediately due and collectible at the option of the Mortgagee. The omission of the Mortgagee to exercise its option upon any default as aforesaid shall not preclude it from the exercise thereof upon any subsequent default. Nothing but the specific written consent of the Mortgagee shall constitute a waiver of the option, and this Mortgage may be foreclosed accordingly, without notice of broken condition.

1600  
cash

B

All rights and remedies secured to the Mortgagee by the covenants and agreements contained in this Mortgage are to be deemed cumulative and not in any way in derogation of the rights of the Mortgagee under the laws of the State of Indiana.

This Mortgage shall be governed by the laws of the State of Indiana.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

In witness whereof, said John P. Gillis and Elizabeth J. Gillis have hereunto set their hands and seals this 27 day of OCTOBER, 2009.

John P. Gillis  
JOHN P. GILLIS

E. Elizabeth J. Gillis  
ELIZABETH J. GILLIS

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN P. GILLIS and ELIZABETH J. GILLIS, who each acknowledged the execution of the foregoing Real Estate Mortgage, and delivered said instrument as his or her free and voluntary act, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 27 day of October, 2009.

My Commission Expires:  
7-22-2015

Margaret Royce Galvin  
NOTARY PUBLIC

Resident of LAKE  
County, Indiana

MARGARET ROYCE GALVIN  
Notary's Printed Signature

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.

/s/ Margaret Royce Galvin

This document prepared by: Margaret Royce Galvin, Attorney at Law, 5253 Hohman Avenue, Hammond, Indiana 46320 (219) 933-4715.

->Mail to: John P. Gillis, 9621 Jackson Court, Crown Point, IN 46307