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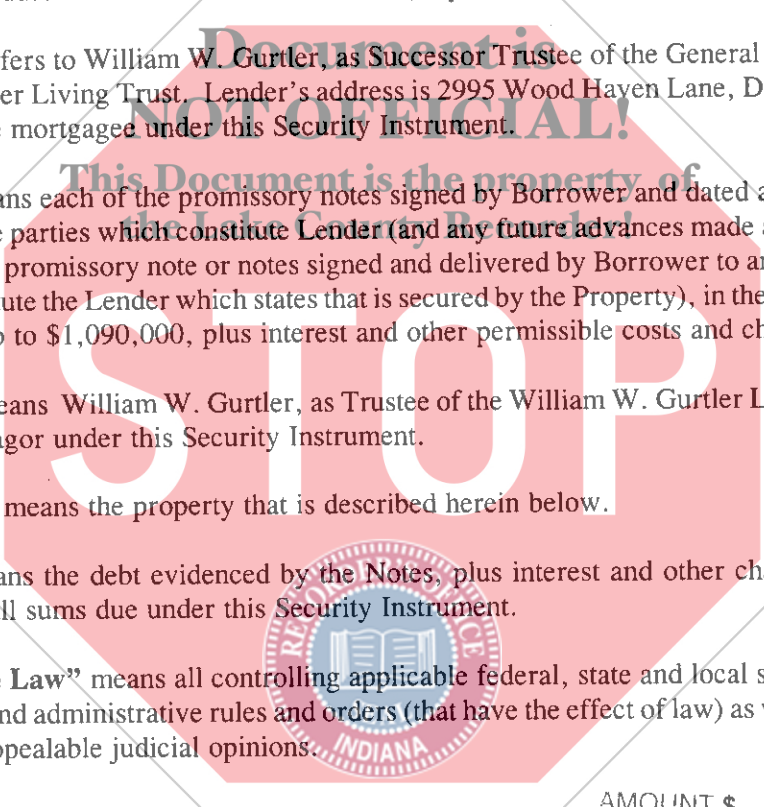
STATE OF INDIANA
CLERK OF SUPERIOR COURT
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MORTGAGE

DEFINITIONS

- (A) **"Security Instrument"** means this document which is dated as of April 1, 2010.
- (B) **"Borrower"** is William W. Gurtler, as Trustee of the William W. Gurtler Living Trust. Borrower's address is 2995 Wood Haven Lane, Dyer, Indiana 46311.
- (C) **"Lender"** refers to William W. Gurtler, as Successor Trustee of the General Fund created under Jean L. Gurtler Living Trust. Lender's address is 2995 Wood Haven Lane, Dyer, Indiana 46311. Lender is the mortgagee under this Security Instrument.
- (D) **"Notes"** means each of the promissory notes signed by Borrower and dated as of the date hereof to each of the parties which constitute Lender (and any future advances made after the date hereof pursuant to a promissory note or notes signed and delivered by Borrower to any one of the parties which constitute the Lender which states that is secured by the Property), in the aggregate principal amount of up to \$1,090,000, plus interest and other permissible costs and charges.
- (E) **"Owner"** means William W. Gurtler, as Trustee of the William W. Gurtler Living Trust. Owner is the mortgagor under this Security Instrument.
- (F) **"Property"** means the property that is described herein below.
- (G) **"Loan"** means the debt evidenced by the Notes, plus interest and other charges due under the Notes, and all sums due under this Security Instrument.
- (H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.



AMOUNT \$ 22⁰⁰
 CASH _____ CHARGE _____
 CHECK # 5733
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK R.A. E

TRANSFER OF RIGHTS IN THE PROPERTY

THIS SECURITY INSTRUMENT secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Notes; and (ii) the performance of Owner's and Borrower's covenants and agreements under this Security Instrument and the Notes. For this purpose, Owner does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the property commonly known as 2995 Wood Haven Lane, Dyer, Indiana 46311 as legally described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Owner and Lender covenant and agree as follows:

1. **Payment.** Borrower shall pay when due the principal of, and the interest on, the debt evidenced by the Notes.
2. **Charges; Liens.** Owner shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument. Owner shall promptly discharge any lien which has priority over this Security Instrument.
3. **Property Insurance.** Owner shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards. In the event of loss, Owner shall give prompt notice to the insurance carrier and Lender.
4. **Preservation, Maintenance and Protection of the Property.** Owner shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Owner shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition.
5. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Owner fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Owner has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Although Lender may take action hereunder, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by this Security Instrument.
6. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to Borrower shall not operate to release the liability of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons or entities or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

7. **Release; Successors.** Owner shall not be released from Owner's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. Each of the parties which constitutes the Lender shall execute and deliver a release when he or she has been paid in full. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender, Borrower and Owner.

8. **Notices.** All notices given by Borrower, Owner or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower or Owner in connection with this Security Instrument shall be deemed to have been given to Owner or Borrower when mailed by first class mail or when actually delivered to Owner's or Borrower's notice address if sent by other means. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Owner.

9. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and by the law of the State of Indiana. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the Notes conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Notes which can be given effect without the conflicting provision.

10. **Transfer of the Property.** As used herein, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Owner at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Owner's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than twenty (20) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full or all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing these remedies including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall give notice of sale to Owner in the manner provided herein. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the property at any sale.

BY SIGNING BELOW, Owner accepts and agrees to the terms and covenants contained in this Security Instrument.

William W. Gurtler
William W. Gurtler, as Trustee as aforesaid

STATE OF IL)
) SS:
COUNTY OF Cook)

I, Todd M. Van Baren, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William W. Gurtler, as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the act as trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of April, 2010.

Document is Notary Public

NOT OFFICIAL!

My Commission expires: 9-22-12

This Document is the property of the Lake County Recorder!

OFFICIAL SEAL
TODD M VAN BAREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/22/12

RECORDER'S OFFICE
SEAL
INDIANA

EXHIBIT A

Legal Description:

Lot 10 in Brighton Woods, an Addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 80, page 2, as amended by Certificate of Correction recorded March 4, 1996, as Document No. 96014031, in the Office of the Recorder of Lake County, Indiana (commonly known as 2995 Wood Haven Lane, Dyer, IN 46311).

Tax # 45-10-24-201-015.000-034

Common Address of Real Estate: 2995 Wood Haven Lane, Dyer, Indiana 46311,

I affirm under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Todd M. Van Baren

