

2011 ~~REAL ESTATE MORTGAGE~~ MAY 31 PM 1:54

MICHAEL R. FAJMAN  
RECORDER

THIS INDENTURE WITNESSETH that Daniel R. Lutz, individually and as Trustee under the Lutz Living Trust, dated July 29, 2009, and any amendments thereto, MORTGAGOR, mortgages and warrants to Natalie Pohlplatz, "MORTGAGEE", the following-described real estate in Lake County, Indiana, to- wit:

Lot 186 in Country Meadow Estates 3<sup>rd</sup> Addition, Unit 14, an Addition to the Town of Winfield, as per plat thereof, recorded in Plat Book 87, page 60, in the Office of the Recorder of Lake County, Indiana; Key No. 451705452010.000-047, address: 10728 Heather Drive, Crown Point, IN;

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

This Mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount given as provided in the Note, to the MORTGAGEE, payable as therein provided. The MORTGAGOR expressly agree that this Mortgage shall be and remain as security for the payment of said Promissory Note, or any Promissory Notes that hereafter may be given in extension or renewal of the same and for any and all other Promissory Notes, indebtedness and obligations of the undersigned, as provided for in the 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 agree to pay the sum of money above secured, without relief from Valuation or Appraisalment Laws; and upon failure to pay said Promissory Note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or 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 all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the MORTGAGEE, as their 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 the 17th day of May, 2011.

Daniel R. Lutz  
Daniel R. Lutz

Daniel R. Lutz, Trustee  
Daniel R. Lutz, Trustee of the  
Lutz Living Trust dtd July 29, 2009

AMOUNT \$ 17.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 29650  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM  \_\_\_\_\_  
CLERK UK

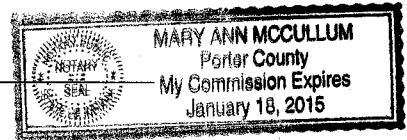
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STATE OF INDIANA        )  
  )SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of May, 2011, personally appeared Daniel R. Lutz, individually and Daniel R. Lutz, as Trustee under the Lutz Living Trust, dated July 29, 2011, and any amendments thereto, MORTGAGOR, and acknowledged the execution of the foregoing Real Estate Mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: Mary Ann McCullum  
Notary Public



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.

John M. O'Drobinak  
John M. O'Drobinak

This instrument prepared by John M. O'Drobinak, 5265 Commerce Drive, Suite A, Crown Point, IN 46307

