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THIS MORTGAGE, made this day of ________, 2011, between CHRISTIAN FAITH ASSEMBLY, hereinafter called "MORTGAGOR", and BUFFORD WIREMAN and ELIZABETH WIREMAN, as tenants in common, hereinafter called "MORTGAGEE", WITNESSETH:

That MORTGAGOR in consideration of the sum of Two Hundred Thirty Thousand Dollars (\$230,000.00), the receipt whereof if hereby acknowledged, does by these presents mortgage and warrant unto the MORTGAGEE, THE FOLLOWING described Real Estate in the county of Lake, and the State of Indiana, to-wit: 621 S. Broad St. Griffith, IN. 46319.

FILED FOR RECORD

PARCEL 1
Part of the South Half of the Northeast
Quarter of the Southwest Quarter of Section
2, Township 35 North, Range 9 West of the
Second Principal Meridian, lying East of the
East line of Broad Street and West of the
West line of Lafayette Street, in the Town of
Griffith, Lake County, Indiana, EXCEPTING
THEREFROM Avenue E and EXCEPTING that portion
of the land lying within Lot 1, Gresham
Addition, to the Town of Griffith, as shown
in Plat Book 75, Page 85, in Lake County,
Indiana.

The West Half of that part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, lying East of the East line of Lafayette Street and West of the West line of Rensselaer Street, in the Town of Griffith, Lake County, Indiana, EXCEPTING the South 133 feet of the North 163 feet of said West Half

and EXCEPTING THEREFROM Avenue E.

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PARCEL 3

Part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Lafayette Street, Griffith, Indiana, lying between the South line of Avenue E on the North and the North line of Avenue F on the South, EXCEPTING THEREFROM that portion of the land lying within Lot 1, Gresham Addition, to the Town of Griffith, as shown in Plat Book 75, Page 85, in Lake County, Indiana.

27º roncon CS RN 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 the indebtedness in the amount of the consideration hereinabove stated, which indebtedness is secured by a Promissory Note for said amount, bearing even date herewith, payable to the order of the MORTGAGEE within 10 years from the date hereof, in the amount of \$16,000.00 yearly, which is due and payable beginning July 10, 2011 until July 10, 2021, at which time all remaining indebtedness shall be paid in full, without any relief whatever from valuation and appraisement laws of the State of Indiana and with attorney's fees. Said promisory note further provides that:

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- 1. The privilege is granted to the MORTGAGOR to prepay principal in whole or in part, without penalty at any time.
- 2. Mortgagor is obligated to apply all proceeds from sales of real estate to the principal indebtedness of said Note.
- 3. If Bufford Wireman resigns, is removed or terminated as Pastor of Christian Faith Assembly Church, then the said Note and the whole unpaid principal and accrued interest shall become due and payable at once upon written demand to Obligor.
- 4. 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 obligor to comply with any covenant, condition or provision of this Note, then the said Note and the whole unpaid principal and accrued interest shall become due and payable at once without notice to obligor (such notice being hereby expressly waived); and in such case, the then unpaid portion of said principal and interest shall from the date of the exercising of such option, bear interest at the maximum contract rate permitted by law at the date of execution hereof. All payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney fees herein specified shall become due and collectible at once by foreclosure or otherwise.

- 5. The maker and subsequent holders of said Promissory Note waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of payments of principal or interest or any part thereof may be extended by the holder of said Promissory Note without modifying, altering, releasing, affecting, or limiting their respective liability or the lien of this mortgage.
- 6. MORTGAGOR will pay reasonable attorney's fees and expenses of collection incurred at the time when said Promissory Note is in default.

MORTGAGOR covenants and agrees:

- (a) 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.
- (b) 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.
- (c) 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.

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- (d) 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.
- (e) 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.
- 7. 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 and without

notice to MORTGAGOR (such notice being expressly waived), become due and collectible at once by foreclosure or otherwise.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. Any award of damages under condemnation for injury to, or taking of, any part of all of the premises is hereby assigned to MORTGAGEE.
- 12. MORTGAGEE shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 13. 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.

- 14. 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.
- 15. Mortgagor by its Pastor and Secretary, hereby certify that execution of this mortgage has been duly authorized and recommended by a vote of the Membership of Christian Faith Assembly.



STATE OF INDIANA) > ss:
COUNTY OF	
Before me, the undersigned, a Notary Public in and for said County and State, this day of, 2011, personally appeared before me this day in person Bufford Wireman as President and Pastor of Christian Faith Assembly, and acknowledged that he signed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.	

ses therein set forth. Given under my hand and seal this 304 day of 2011.

My Commission Expires:

706-26-1

County of Residence:

State of Indiana)

Document is SS:NOT OFFICIAL!

County of

This Document is the property of the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, this day of , 2011, personally appeared before me this day in person Sonja Beller, secretary of Christian Faith Assembly, and acknowledged that she signed the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this day of 2011.

My commission expires:

-96-9016

Notary Public

County of Residence: (Alle

MORTGAGOR:

(Cont'd)

-CHRISTIAN FAITH ASSEMBLY

William Beller, Deacon/Trustee

STATE OF INDIANA

COUNTY OF

SS:

voluntary act.

My Commission Expires:

-95-9015

Notary Public

County of Residence: La Ce

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASON-ABLE CARE TO REDACT EACH SOCIAL

SECURITY NUMBER IN THIS DOCUMENT, SECURITY NUMBER IN LINE UNLESS REQUIRED BY LAW TO THE PARTY OF THE PAR

PREPARED BY: Liza

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