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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE R. FAJMAN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that JAMES E. POHLE and ANDREA J. POHLE, husband and wife, (the "Mortgagors") of Placer County, State of California, MORTGAGE AND WARRANT to CENTIER BANK of Whiting, Indiana, Successor Trustee of the Sabina Oakes Trust dated the 26th day of August, 1999, (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

The East half of Lot 122 in Prairie View, Unit 3, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88, page 59, in the Office of the Recorder of Lake County, Indiana.

Address of property: 1710 Evergreen, Crown Point, Indiana 46303
Key No: 45-16-09-252-038.000-042

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated the 18th day of July, 2011, in the principal amount of \$159,000.00 with interest as therein provided and with a final maturity date of the 1st day of August, 2041.

Said principal and interest are payable as follows, to-wit:

In monthly installments of \$846.20, which monthly installments include principal and interest, said monthly installments shall commence on the 1st day of September, 2011, and a similar monthly installment of \$846.20, which includes principal and interest, shall be paid on the 1st day of each month thereafter until the 1st day of August, 2041 at which time the remaining unpaid principal balance and all accrued interest plus any other payments required of the Mortgagors to be paid, shall become due and payable in full. Each of said monthly installments shall be applied first to the payment of interest and then towards the reduction of the principal balance remaining due.

The Mortgagors jointly and severally covenant and agree with the Mortgagee that:

1. Payment of Indebtedness. The Mortgagors shall pay when due all indebtedness secured by this

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mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorney fees, at such places as the Mortgagee designates from time to time. Any monthly mortgage payment not received by the Mortgagee by the 15th of the month shall be considered late and the Mortgagors shall pay a late fee equivalent to 5% of the payment, and the Mortgagors shall be considered in default and subject to the provisions of paragraph 8.

2. No Liens. The Mortgagors shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

3. Repair of Mortgaged Premises; Insurance. The Mortgagors shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagors shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in an amount not less than the full insurable replacement value of the property, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagors as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid. The Mortgagors shall provide proof of compliance with this insurance provision to the Mortgagee within 10 days after the issuance date of the insurance policy, or at other such times as requested by the Mortgagee.

4. Taxes and Assessments. The Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue. The Mortgagors shall provide copies to the Mortgagee of the paid receipts for the payment of the real estate taxes within 10 days after the due date for the payment of the taxes and at such other times as requested by the Mortgagee.

5. Advancements to Protect Security. The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum, and shall be payable at the date of the next monthly mortgage payment. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. Acceleration of Payment of Mortgage Balance. If the Mortgagee or Successor Mortgagee, before the date the mortgage balance matures and is paid, determines that the unpaid balance of the mortgage is needed for the support and care of Sabina Oakes, or if Sabina Oakes dies before the mortgage matures and is paid in full, the Mortgagee may elect to accelerate the payment of the unpaid mortgage balance. The Mortgagee shall give the Mortgagors 90 days' written prior notice of the election to accelerate the payment of the unpaid balance, and then in such event, the entire indebtedness secured hereby shall become immediately due and payable at the expiration of the 90 days' notice.

7. Transfer of the Property. If all or any part of the property or any interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the Mortgagee shall have the right to approve the transferee prior to the transfer, and if the Mortgagee believes that the transfer has impaired its security or enhanced the likelihood of default or foreclosure, the Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable. Notwithstanding the foregoing, the Mortgagors may transfer their interest in the real estate to the trustees, or successor trustees of the Pohle Family Trust dated November 26, 2001. Any transfer by the Mortgagors shall not affect the priority of the mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagors to the Mortgagee.

8. Default by Mortgagors; Remedies of Mortgagee. It is agreed that time is the essence of this agreement, and upon default by the Mortgagors in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagors hereunder, or if the Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagors or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

9. Appointment of Receiver. In the event of such failure, the Mortgagee, or its assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said real estate, collect the rents, income or profits, in money or kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to discharge the indebtedness due or to become due.

10. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Mortgagors are in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagors hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

11. Extensions; Reductions; Renewals; Continued Liability of Mortgagors. The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagors to the Mortgagee.


12. Prepayment. This Mortgage may be prepaid in any amount at any time without penalty.

13. THIS IS A PURCHASE MONEY MORTGAGE.

14. Notice. Any notice required to be given either to the Mortgagors or to the Mortgagee shall be in writing and sent by United States certified mail, return receipt requested, or other commercial carriers which provide written evidence of a receipt of the notice at such address or addresses that the Mortgagors provide from time to time to the Mortgagee, including the address of the real estate, and to the Mortgagee at Centier Bank, 600 East 84th Avenue, Merrillville, Indiana 46410, and such other addresses as the Mortgagee may provide to the Mortgagors.

15. General Agreement of the Parties. Time is declared of the essence. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage this 18th day of July, 2011.



JAMES E. POHLE

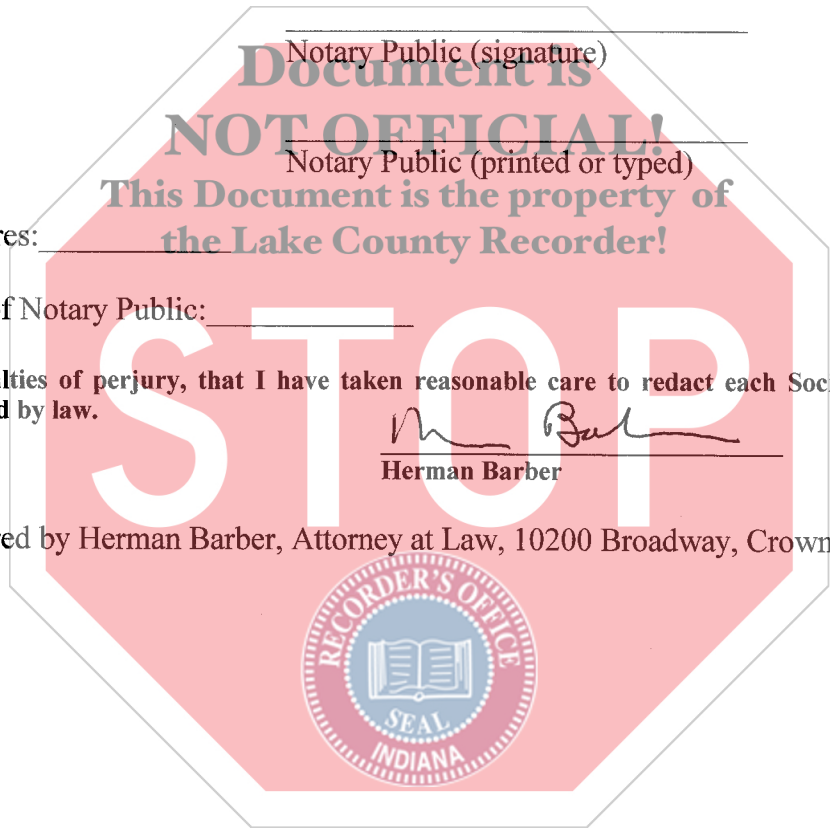


ANDREA J. POHLE

STATE OF CALIFORNIA, COUNTY OF _____, SS:

Before me, a Notary Public in and for said County and State, personally appeared JAMES E. POHLE and ANDREA J. POHLE who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this ____ day of _____, 2011.




Notary Public (signature)

Notary Public (printed or typed)

My Commission Expires: _____

County of Residence of Notary Public: _____

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



Herman Barber

This instrument prepared by Herman Barber, Attorney at Law, 10200 Broadway, Crown Point, Indiana, 46307.

State of California)
County of Placer)

On July 18, 2011 before me,
M. McNabb, Notary Public (here insert name and title of the officer),
personally appeared James E. Pohle and Andrea J. Pohle,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature *M. McNabb* (Seal)

