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# REAL ESTATE MORTGAGE

This Real Estate Mortgage ("Mortgage") is given on the 29<sup>th</sup> day of November 2011 by **HENRY D. VERNIA** and **BARBARA S. VERNIA**, Husband and Wife, ("Borrower"), whose address is **1425 West 94<sup>th</sup> Court, Crown Point, Indiana** to **LINDA S. PAVLETICH** ("Lender"), whose address is 6 Edgewood Run, Amherst, New Hampshire. Borrower owes Lender the principal sum of Ten Thousand and no/100 Dollars (U.S. \$10,000.00). This debt is evidenced by Borrower's note or other indebtedness or other indebtedness dated November 29<sup>th</sup>, 2011 ("Note"), which provides for payment in full on or before October 31, 2021. This Mortgage secures to Lender the repayment of the Note, with interest, and all renewals, extensions and modifications of the Note. For those purposes, Borrower Mortgages and warrants to Lender; and to Lender's successors and assigns, the following described real estate ("Real Estate") located in Lake County, Indiana:

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**Lot 9, Fountain Ridge 4<sup>th</sup> Addition, to the City of Crown Point, as shown in Plat Book 47, Page 101, in Lake County, Indiana.**

TOGETHER WITH all improvements, replacements, additions, and fixtures on the Real Estate and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, growing crops, and timber relating to the Real Estate, all of which are referred to collectively as "Additions", in each case as any of them now exist or may be made, erected, attached, or acquired in the future. The Real Estate and its Additions are called the "Property".

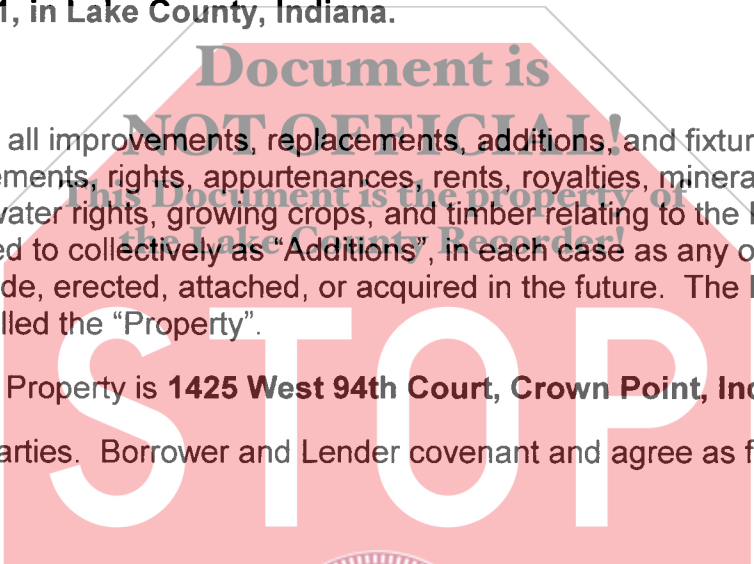
The address of the Property is **1425 West 94<sup>th</sup> Court, Crown Point, Indiana.**

COVENANTS of Parties. Borrower and Lender covenant and agree as follows:

- 1. BORROWER'S COVENANTS AND WARRANTIES REGARDING REAL ESTATE.** Borrower covenants and warrants to Lender that, as to the Property existing at the time of the execution of this Mortgage, Borrower is lawfully seized of the real estate conveyed by this Mortgage, that Borrower has the right to mortgage and grant the Property, that Borrower has good and marketable title to the Property, and that the Property is unencumbered, except for encumbrances of record and such other circumstances described in a notice given by Borrower to Lender ("Encumbrances"). Borrower warrants and will defend the title to the Property against all claims and demands, subject to the Encumbrances.

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2. **SECURITY INTEREST IN FIXTURES.** Borrower grants Lender a security interest in any fixtures now or later attached to the Real Estate. Borrower authorizes Lender, at Borrower's expense and on Borrower's behalf, to execute and file a financing statement or statements in each public office deemed necessary by Lender to perfect its security interest in such fixtures.
  
3. **PAYMENT OF NOTE.** Borrower shall pay, when due, all sums payable under the Note, including (but not limited to) principal, interest, late charges and repayment penalty or premium.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it, and Borrower acknowledges receipt of a conformed copy of this Mortgage.

Henry D. Vernia

Barbara S. Vernia

**HENRY D. VERNIA**

**BARBARA S. VERNIA**

STATE OF INDIANA, COUNTY OF LAKE

**Document is the property of  
NOT OFFICIAL!  
the Lake County Recorder!**

On this 8 day of December, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HENRY D. VERNIA and BARBARA S. VERNIA and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal.

My Commission Expires: 7-7-2013

[Signature]

(Signature of Notary Public)



Kevin W. Kickert

(Printed Name of Notary Public)

Resident of Lake County, Indiana