

3

MORTGAGE DEED

THIS MORTGAGE DEED (the "Mortgage") is made and entered on September 07, 2012 by and between Debra S Brice, (the "Mortgagor") of 1225 W. 1st Place, Hobart, Indiana 46342 and Donna Gospodarek and Joseph Gospodarek, a married couple, (the "Mortgagee") of 2290 E. 9th Place, Hobart, Indiana 46342 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$25,000.00 together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 1225 West 1st Place, in the City of Hobart, County of Lake, in the State of Indiana, with the following legal description:

Lot 23, except the East 25.44 feet thereof, and also the East 17.51 feet of Lot 24, Hobart Park Second Addition, as shown in Plat Book 28, page 60, in Lake County, Indiana, together with all rights, privileges, improvements and appurtenances thereunto belonging.

PAYMENT OF SUMS SECURED.

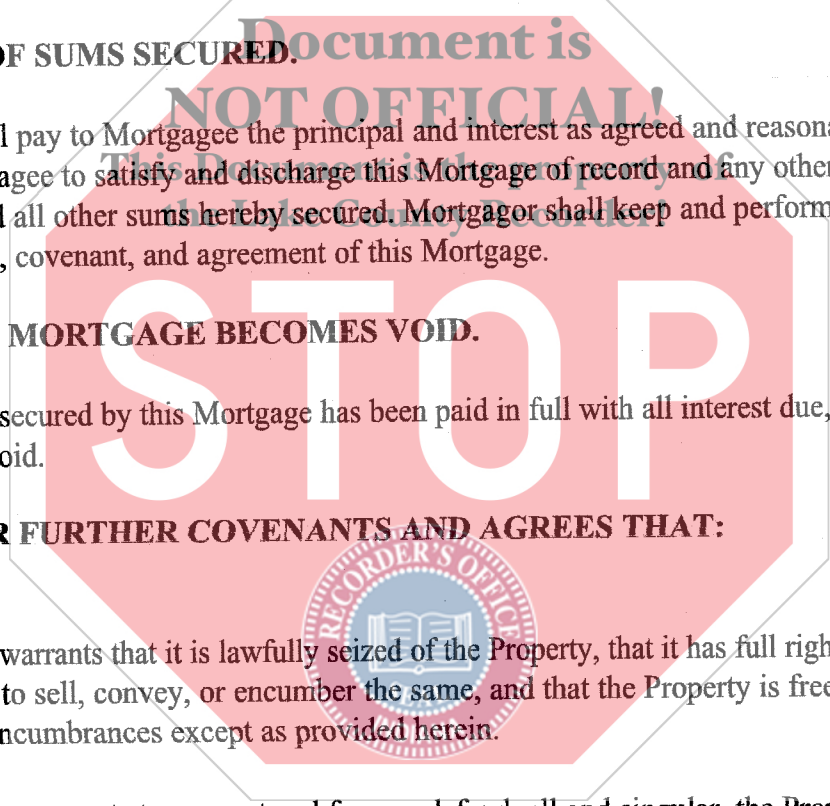
Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

MORTGATOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other



SEP 11 06 12 13

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 11 AM 11:08
RECORDER

19-
num
con
CS
Rm

municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

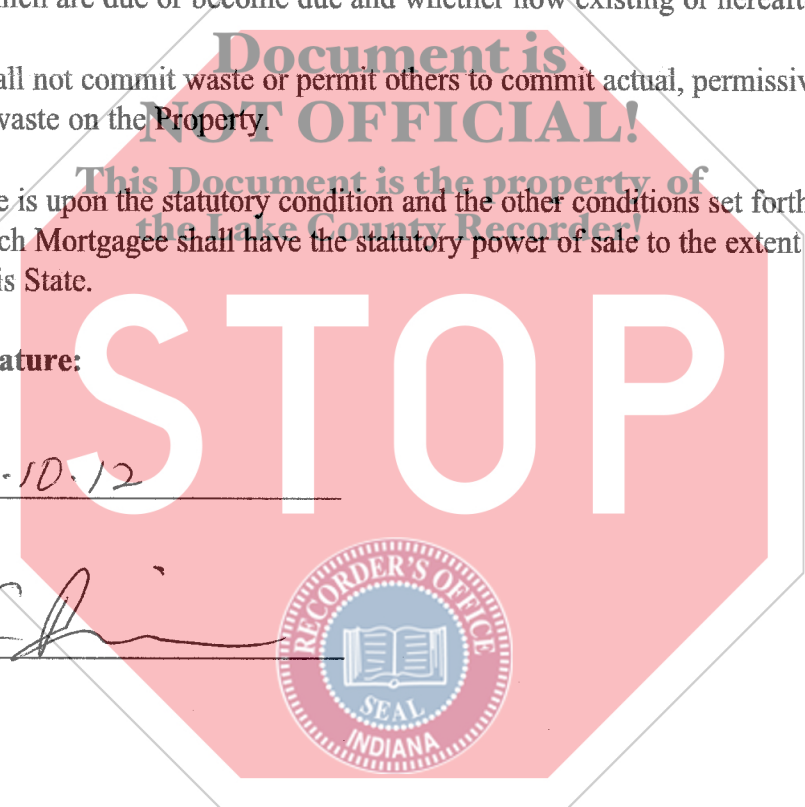
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

Mortgagor Signature:

DATED: 9-10-12

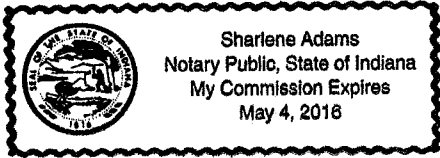


Debra S Brice



STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 10 day of September, 2012 by Debra S Brice.



Sharlene Adams
Notary Public

Commercial Support Specialist
Title (and Rank)

My commission expires 5-4-16

Mortgagee Signatures:

DATED: 9-10-12

DATED: 9-10-12

Donna Gospodarek

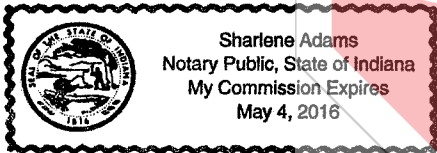
Donna Gospodarek

Joseph Gospodarek

Joseph Gospodarek

STATE OF INDIANA, COUNTY OF LAKE, ss:

This instrument was acknowledged before me on this 10 day of September, 2012 by Donna Gospodarek and Joseph Gospodarek.



Sharlene Adams
Notary Public

Commercial Support Specialist
Title (and Rank)

My commission expires 5-4-16

"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."

PREPARED BY: Donna Gospodarek

