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DANIEL J. KRAMER  
8856 BEALL STREET  
DYER IN 46311

2014 001538

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 JAN 13 AM 10:12

MICHAEL D. BROWN  
RECORDER

### REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that KRISTI L. KRAMER and JOSHUA J. KRAMER, wife and husband as Mortgagors, Mortgage and Warrant to DANIEL J. KRAMER and JOSLYN N. KRAMER, husband and wife, as Mortgagees, the following described real estate in Lake County, State of Indiana, to wit:

LOT 41, IN LAWNDALE GARDENS EIGHTH ADDITION, IN THE TOWN OF GRIFFITH, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 35 PAGE 52 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA  
45-07-26-379-012.000-006

which is commonly known as 945 INDIANA, GRIFFITH, INDIANA (the "Premises"); and the rents and profits therefrom, to secure the payment, when the same shall become due of a promissory note in the sum of One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) of even date herewith.

Mortgagors further covenant and agree as follows:

1. To keep all buildings, fixtures and improvements on said Premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said Premises herein insured against loss or damage by fire, windstorm and extended coverage in an amount at least equal to the remaining loan balance with such insurers as may be approved by Mortgagees as a further security for said indebtedness. The insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagees to be delivered to the possession of Mortgagees to be held continuously through the period of the existence of said indebtedness or any portion thereof. It is further expressly agreed that until said indebtedness is paid, the Mortgagors shall keep all taxes and charges against the Premises paid as they become due, and, failing to do so, the Mortgagees may pay said taxes and the amount so paid, with interest thereon, shall become part of the indebtedness secured by this mortgage. In the event Mortgagors fails to pay all taxes and charges, Mortgagees shall be entitled to pay such taxes and charges and may add the amount paid to the principal balance of this note or may immediately collect the funds on demand from Mortgagors. A failure to reimburse such advanced funds after thirty (30) days shall be an act of default hereunder.

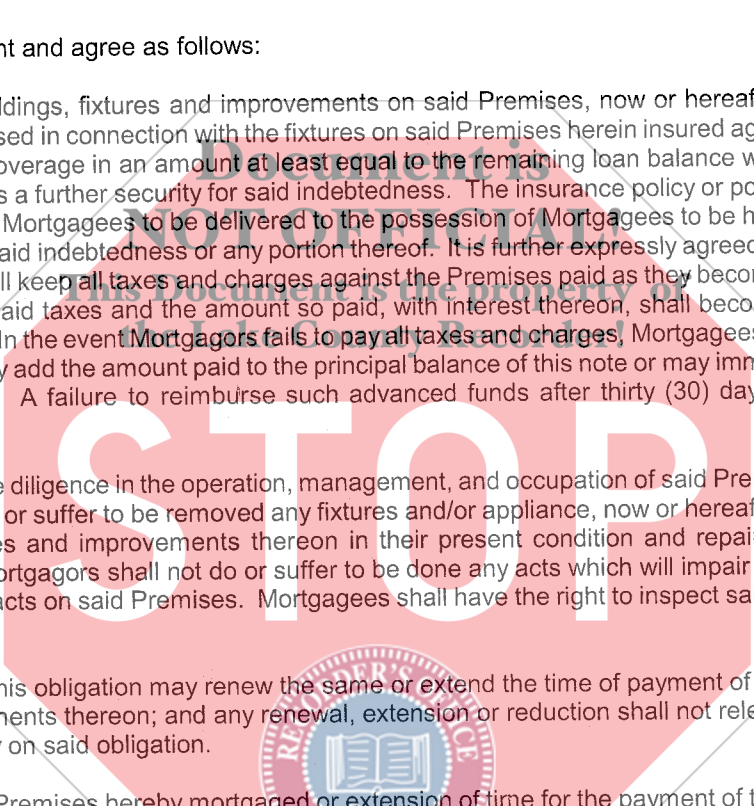
2. To exercise due diligence in the operation, management, and occupation of said Premises and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said Premises; and to keep said Premises and improvements thereon in their present condition and repair, normal wear and ordinary depreciation excepted. Mortgagors shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said Premises. Mortgagees shall have the right to inspect said Premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the Premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagors; and any extension of time on this mortgage by Mortgagees or their assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. The sale or transfer by Mortgagors of all or any portion of their interest in the Premises shall constitute an automatic default of the terms of this mortgage and the note it secures and upon such event the entire balance shall be immediately due and payable.

5. In case any part of the Premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the Premises so appropriated shall be paid to the Mortgagees to reduce the note.

Chicago Title Insurance Company



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6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable and after fifteen (15) days written notice of such default, the holder of the note and mortgage may, at their option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said Premises, then the Mortgagees herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect their interest.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagees is expressly authorized to purchase foreclosure minutes at the expense of Mortgagors to show the condition of the title at the date of said default and which sums necessarily spent for such foreclosure minutes for the said Premises, together with interest thereon at the rate of eight (8%) per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said Premises pursuant to said foreclosure by the holder thereof, the minutes and any supplement thereto shall be the absolute property of the Mortgagees.

8. In the event of such foreclosure, the Mortgagees, or their assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said Premises, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagees pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said Premises, as well as upon all heirs, executors, administrators of the Mortgagors or their successors in ownership.

10. The terms of the note which this mortgage secures are incorporated herein by reference.

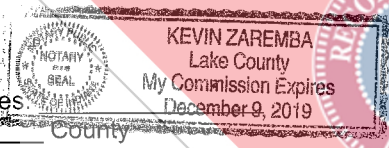
Date: December 30<sup>th</sup>, 2013

  
KRISTI L. KRAMER

  
JOSHUA J. KRAMER

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 30<sup>th</sup> day of December, 2013, personally appeared KRISTI L. KRAMER and JOSHUA J. KRAMER, wife and husband, and acknowledged the execution of the foregoing Mortgage, and who, having been duly sworn, stated that the representations therein contained are true. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

  
KEVIN ZAREMBA  
Lake County  
My Commission Expires  
December 9, 2019

  
\_\_\_\_\_, Notary Public

My Commission Expires  
Resident of LAKE County

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. /s/ William I. Fine

This instrument prepared by William I. Fine, Attorney at Law, 2833 Lincoln Street, Suite F, Highland, Indiana