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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 007650

2014 FEB 10 AM 10:16

MICHAEL B. BROWN  
RECORDER

**REAL ESTATE MORTGAGE**

**THIS MORTGAGE** is made this 31st day of January, 2014, between the Mortgagor, **GARRY P. COOPER** (herein "Borrower"), and the Mortgagee, **VERNON M. SIKORA, as Trustee or his Successor in Trust of The Vernon M. Sikora Living Trust dated January 18, 2006** (herein "Lender").

**WHEREAS**, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Dollars (\$13,000.00), which indebtedness is evidenced by Borrower's Note dated January 31, 2014 (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable in full on or before February 1, 2015.

**TO SECURE** to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

Garage Unit P-38 in Sunset Harbor Condominium, a Horizontal Property Regime, the Declaration for which recorded December 20, 2005 as Document Number 2005-111514 and Site Plan and Floor Plans recorded December 20, 2005, in Plat Book 98, Page 72 and all subsequent amendments thereto, together with an undivided interest appurtenant to said unit and recorded in the Office of the Recorder of Lake County, Indiana.

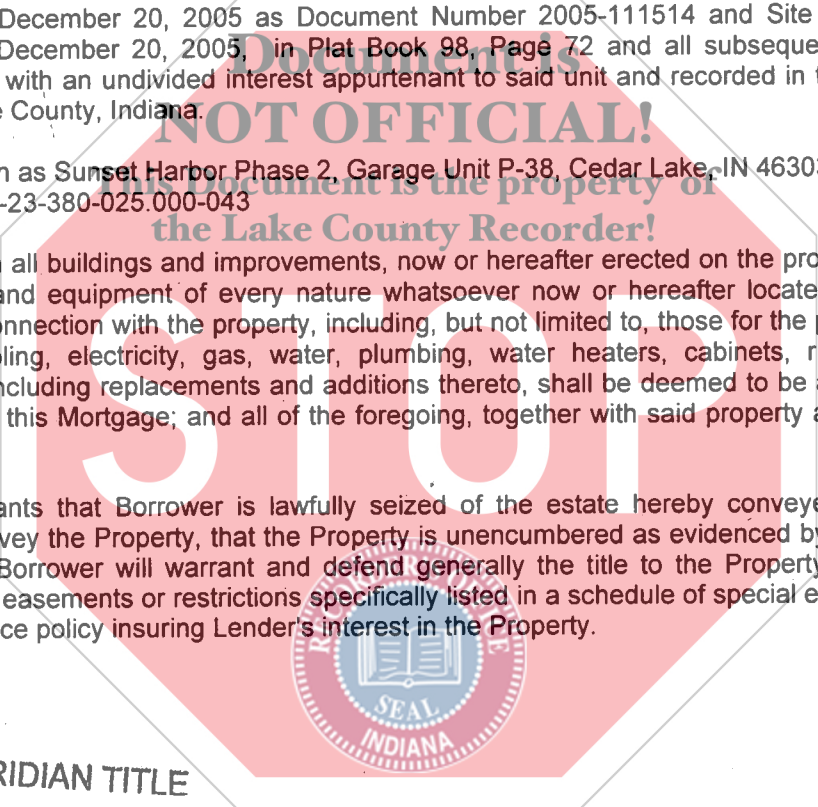
Commonly known as Sunset Harbor Phase 2, Garage Unit P-38, Cedar Lake, IN 46303  
Parcel No. 45-15-23-380-025.000-043

**TOGETHER** with all buildings and improvements, now or hereafter erected on the property, and all heretofore or fixtures, machinery and equipment of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, plumbing, water heaters, cabinets, rugs and attached floor coverings; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered as evidenced by the title commitment to the Borrower, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements or restrictions specifically listed in a schedule of special exceptions to coverage in any Lender's title insurance policy insuring Lender's interest in the Property.

HOLD FOR MERIDIAN TITLE

13-48866



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**BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note as provided in the Note.

2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender in the following order of priority: (i) costs of collection (including attorney fees), if any, (ii) interest payable on the Note, (iii) principal of the Note, and (iv) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine.

3. **CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the property by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 3, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Mortgage, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Mortgage to be perfected against the Property.

4. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements and fixtures thereon in good repair and shall replace fixtures on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Lender.

6. **PROTECTION OF LENDER'S SECURITY**. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTION**. Upon reasonable notice, Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. **CONDEMNATION**. Lender represents that Lender is not aware of any and does not anticipate a condemnation case involving the Property. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid prorata to Lender and Borrower.

9. **BORROWER AND LIEN NOT RELEASED**. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the property, take or release other or additional security, reconvey any part of the property, consent to any map or plan of the property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sum secured by this Mortgage and to observe the covenants of Borrower contained herein, and shall not affect the lien or priority of lien hereof on the property.

10. **FORBEARANCE BY LENDER NOT A WAIVER**. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.



11. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively, in any order whatsoever.

12. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. Borrower may not assign this Mortgage without the prior written consent of Lender. This Mortgage shall further be a joint and several obligation of Borrower and their successors and assigns.

13. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. **ACCELERATION; REMEDIES.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports.

16. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

17. **WAIVER OF VALUATION AND APPRAISEMENT LAWS.** Borrower hereby waives all right of valuation and appraisal.

**IN 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.



*Garry P. Cooper*  
GARRY P. COOPER

STATE OF INDIANA  
COUNTY OF LAKE ) SS:

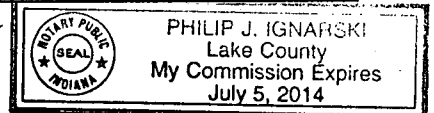
On this 31st day of January, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Garry P. Cooper** and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal.

*Philip J. Ignarski*  
Notary Public

My Commission Expires:  
County of Residence:

07/05/2014  
LAKE



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.

Document is  
Printed Name: \_\_\_\_\_

**NOT OFFICIAL!**

This instrument prepared by: Mark R. Anderson, #21524-53, Anderson & Anderson, P.C., 9211 Broadway, Merrillville, IN 46410 Phone: (219) 769-1892

**This Document is the property of  
the Lake County Recorder!**

**STOP**

