

2014 001469

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 JAN 13 AM 9:18

MICHAEL B. BROWN
RECORDER

PURCHASE MONEY REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that on this 3 day of January, 2014, **MATTHEW J. KOEHLER and RACHEL E. KOEHLER**, husband and wife, residents of Lake County, Indiana, hereinafter called the **MORTGAGOR**, MORTGAGE AND WARRANT TO **MICHAEL J. LEWIS and MARY E. LEWIS**, husband and wife, or its assigns, hereinafter called the **MORTGAGEE**, the following described real estate in Lake County, to wit:

together with all of the rights, privileges, appurtenances and improvements thereunto appertaining and belonging together with the rents, issues and profits thereof.

WHEREAS, Mortgagor is indebted to the Mortgagee in the principal sum of **Thirty-Two Thousand Dollars and 00/100 Cents (\$32,000.00)**, which indebtedness is evidenced by Mortgagor's Purchase Money Promissory Note, (hereinafter called NOTE), of even date herewith, providing for the payment of principal and interest with the entire unpaid balance of principal and interest to become due and payable on or before January 2, 2024.

It is covenanted and agreed that this mortgage shall be a continuing security for all such indebtedness and liabilities as aforesaid. It is expressly agreed that such indebtedness and liabilities may be paid in whole or in part and thereafter further advances and/or new notes may be made or executed and this mortgage shall at all times secure the payment of all such advances, notes and renewals and extensions thereof along with all other indebtedness and/or liability of the Mortgagors.

In the event the whole or any part of the note secured hereby or any interest thereof is not paid at maturity or any indebtedness or liability secured hereby is not paid or discharged when due, or in the event the Mortgagor breaches or fails to promptly or faithfully perform any one of their covenants herein contained, and if Mortgagor fails to cure the non-payment, or other breach, within ten (10) days, in the case of any payment, or thirty (30) days, in all other cases, after written notice to Mortgagor from Mortgagee, THEN THE NOTE AND DEBT AND LIABILITY HEREBY SECURED SHALL AT THE OPTION OF THE MORTGAGEE, AND WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE, and thereupon, this mortgage may be immediately foreclosed for the collection of the note, indebtedness, and liability hereby secured.

No delay on the part of the Mortgagee in the exercise of any right or remedy granted it by this mortgage or by any document secured by it shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or future exercises thereof nor the exercise of any other right or remedy. NO WAIVER BY THE MORTGAGEES OF ANY RIGHT OR REMEDY SHALL BE EFFECTIVE, UNLESS IN WRITING, NOR OPERATE AS A WAIVER OF A LIKE RIGHT OR REMEDY ON A FUTURE OCCASION.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all gender appropriate in the context.

The Mortgagor agrees to pay all reasonable attorney fees and all other expenses of the Mortgagee for the collection of any indebtedness, liability or note hereby secured or incurred by the mortgagee in protecting or enforcing the security of this mortgage, either with or without suit.

THE MORTGAGOR FURTHER EXPRESSLY AGREES AND COVENANTS AS FOLLOWS:

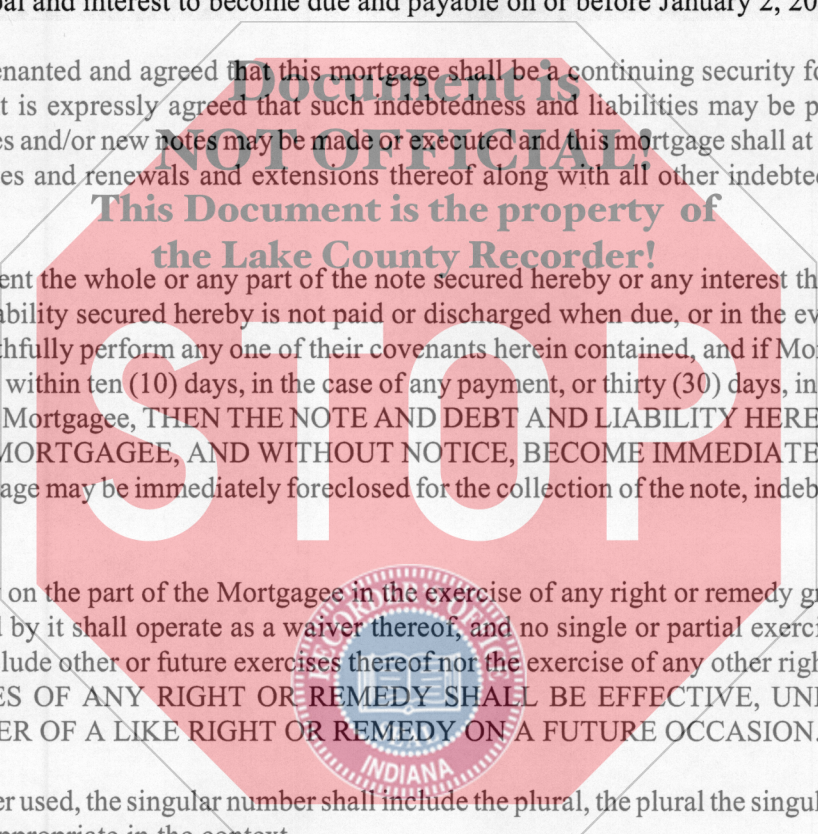
- (1) To pay the note, or notes and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney fees according to the terms of said note, or notes;
- (2) To pay all taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable, and within ten (10) days after any of such taxes, assessments, or impositions, or any installments thereof, shall be due and payable, to furnish and exhibit to Mortgagee valid receipts evidencing such payments, and failing so to do, the mortgagees may pay the same and the money so paid by the mortgagees shall become a part of the debt secured by and collectible under this mortgage;

Fidelity Crown Point 920134136

**FIDELITY NATIONAL
TITLE COMPANY**

92013-4136-02

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(3) To keep all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and war damage with some responsible insurance company satisfactory to the Mortgagee in an amount not less than the full debt from time to time secured by this mortgage, or any other mortgage with priority over this mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the Mortgagee, payable to the mortgagees as their interests may appear under this mortgage and note, or notes, secured hereby, and to deliver to and leave in the possession of the Mortgagee any and all such policies of insurance issued, with receipts showing the payment of the full premium, or premiums, on such policies and, failing so to do, the Mortgagees may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this mortgage;

(4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the Mortgagee until the debt secured by this mortgage is paid in full and that at any time they see fit the Mortgagee may procure and pay for a continuation or continuations, of such abstract, or a later date title policy or policies, and any amount, or amounts, so expended by the Mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage;

(5) That the lien of this mortgage shall include all trees, shrubbery, and fixtures now or hereafter located upon or attached to the real estate above described and that the mortgagor shall not in any way make any material alterations in the improvements now on or hereafter erected upon said real estate, or remove the whole or any part of such improvements or the aforesaid, fixtures, furniture, trees or shrubbery without the written consent of the Mortgagee; Mortgagor's consent to the filing by the Mortgagee of the necessary documents to perfect its security interest in said property pursuant to the Uniform Commercial Code;

(6) That the Mortgagee may at its option pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances or fixtures, whether such lien, or liens be prior and senior or subsequent and junior to the lien of this mortgage and that any amounts so paid by the Mortgagee for any of such purposes shall become a part of the debt secured by and collectible under this mortgage;

(7) That the Mortgagor shall not transfer, sell, or assign any interest, legal or equitable, of any of the security covered by this Agreement without the written consent of the Mortgagee first had and obtained.

(8) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Mortgagee to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the Mortgagee and applied by the Mortgagee first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage, the balance, if any, to be paid to the Mortgagor or his successors in interest, and that the Mortgagee are hereby irrevocably authorized for and on behalf of the Mortgagor or his successor to receive and receipt for any such monies under any insurance policy, or policies, covering loss or damage to the security hereby mortgaged, and for any award for any of said real estate taken under the right of eminent domain;

(9) That upon the filing of any complaint to foreclose this mortgage, the Mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from said security and to hold the same, subject to the order of said Court or the Judge thereof, for the benefit of the Mortgagee, pending in final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgage property or its adequacy to secure or discharge the indebtedness secured by this mortgage;

(10) That the Mortgagor will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said Mortgagor will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all time;

(11) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor, or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured, and the Mortgagee may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payment to be made upon such indebtedness, and any extension, or reduction, shall not release the Mortgagor from their liability under said note and this mortgage;

(12) To pay any and all mechanic's, laborers, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to pay any prior liens or encumbrances or mortgages which may, at the time this mortgage is executed, be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the Mortgagor in and to said premises;

(13) To pay, in case of the Mortgagee placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the Mortgagee herein should be required to defend or protect their rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the Mortgagor to pay the same, the Mortgagee may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and all services incidental thereto.

(14) Whenever requested, Mortgagor agrees to furnish Mortgagee with a current, certified, accurate and complete financial statement.

(15) Default by the Mortgagor on any condition or provision of any indebtedness of the Mortgagor to person(s) other than the Mortgagee, which indebtedness is secured by liens either prior or junior to the lien of this Mortgage, will constitute a default under this Mortgage. The Mortgagee may cure any such default under such indebtedness. The costs of curing any such default paid by the Mortgagee will be added to the indebtedness secured by this Mortgage.

(16) The Mortgagor hereby assign to the Mortgagee all of the leases, rents, issues, and profits of the Premises, and the parts thereof, as further security for the payment of the indebtedness secured by this Mortgage. The Mortgagor grants to the Mortgagee the right to enter upon the Premises for the purpose of collecting same and to manage, operate, maintain or let the Premises or any part thereof, and to apply the rents, issues, and profits after payment of all necessary charges and expenses, to the unpaid indebtedness. This assignment and grant shall continue in effect until this Mortgage is paid. The Mortgagee hereby waive the right to enter upon such Premises for the purpose of collecting such rents, issues, and profits, and the Mortgagor may collect and receive such rents, issues and profits until default under any of the covenants, conditions, or agreements contained in this Mortgage and related documents, and agrees to use such rents, issues, and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rates, water rates, and carrying charges becoming due against such Premises, but such right of the Morgagor may be revoked by the Mortgagee upon any default. The Mortgagor will not, without written consent of the Mortgagee, receive or collect rent from any tenant of the Premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect such rents, issues, and profits, the fair and reasonable rental value for the use and occupation of such Premises or such part thereof as may be in possession of the Mortgagor, and upon default in any such payment will vacate and surrender the possession of the Premises to the Mortgagee or to such receiver.

(17) Any monies advanced by Mortgagee to sustain the lien of this mortgage or its priority, or to protect or enforce any of Mortgagor's rights hereunder or to recover any indebtedness hereby secured or paid relative to charges on the property not duly paid by Mortgagor, shall become immediately due and payable and shall bear interest at an annual rate of ten percent (10%) over the highest interest rate charged Mortgagor by Mortgagee for any indebtedness secured by this mortgage. All such sums shall be secured by this mortgage and shall be a lien on the premises prior to any right, title, interest, or claim, in, to, or upon the premises attaching or accruing subsequent to the lien of this mortgage.

(18) Any person, firm, or corporation taking or acquiring a junior mortgage or other lien upon the premises, SHALL TAKE OR ACQUIRE AND SHALL HOLD SAID LIEN SUBJECT TO THE RIGHTS OF THE MORTGAGEE TO EXTEND THE MATURITY OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AND TO INCREASE THE INDEBTEDNESS SECURED BY THIS MORTGAGE WITHOUT OBTAINING THE CONSENT OF THE HOLDER OF

SAID JUNIOR LIEN AND WITHOUT THE LIEN OF THIS MORTGAGE LOSING ITS PRIORITY OVER ANY SUCH JUNIOR LIEN. Any proceedings instituted on any such mortgage or lien shall constitute a default of this mortgage.

Upon the written request of the Mortgagor made at any time when all notes, debts and liabilities hereby secured are paid in full, the Mortgagee agree to release this mortgage.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal this 3 day of January, 2014.

Matthew J. Koehler
MATTHEW J. KOEHLER

Rachel E. Koehler
RACHEL E. KOEHLER

STATE OF INDIANA , COUNTY OF LAKE , SS:

Before me, the undersigned, a Notary Public in and for the aforesaid county and state, this ___ day of January, 2014, personally appeared MATTHEW J. KOEHLER and RACHEL E. KOEHLER of Lake County, Indiana, and acknowledged the execution of the foregoing mortgage as their free and voluntary act and deed for the purposes expressed in same.

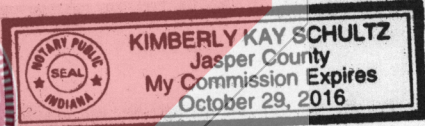
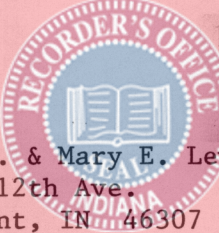
Witness my hand and notarial seal.

My Commission Expires: 10-29-16
County of Residence: Jasper

Kimberly Kay Schultz, Notary Public

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."

Kim Schultz



Return Mortgage to: Michael J. & Mary E. Lewis
7505 E. 112th Ave.
Crown Point, IN 46307

This Instrument Prepared By: R. BRADLEY KOEPPEN, Attorney at Law
DOUGLAS, KOEPPEN & HURLEY
P.O. Box 209
Valparaiso, IN 46384-0209
(219) 462-2126

EXHIBIT A

Lot 28 in Stonegate Commons Subdivision, as per amended final plat thereof, recorded in Plat Book 102, page 38, in the Office of the Recorder of Lake County, Indiana EXCEPT the Northwesterly 39.00 feet.

