

2014 049288
REAL ESTATE MORTGAGE

2014 AUG 15 PM 3:09

MICHAEL D. BROWN
RECORDER

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This indenture witnesseth that Gene D. Ciesielski, as Mortgagor, mortgage and warrant to Darlene A. McMichael, Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

See attached Exhibit A

to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following indebtedness of the same date herewith: A Promissory Note dated August 15, 2014, for One Hundred Eleven Thousand Dollars (\$111,000) payable to Darlene A. McMichael.

B. Also securing any renewal or extension of such indebtedness;

C. Also securing all future advances to the full amount of this mortgage; and

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage. Mortgagor agrees to pay all taxes, insurance and assessments against said real estate.

Mortgagor further covenant and agrees 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 mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon. 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; and Mortgagee 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 such 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

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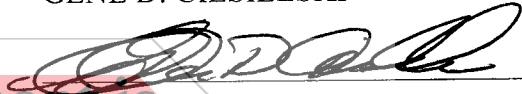
Mortgagee, or its assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. The parties acknowledge that this mortgage is a first mortgage on the premises and is superior to any other mortgage or lien on the premises.

6. In case any party 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 this Mortgagee.

7. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

GENE D. CIESIELSKI

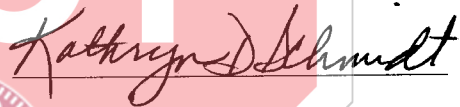


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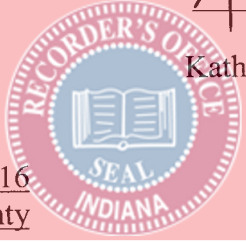
STATE OF INDIANA)
COUNTY OF LAKE)

This Document is the property of the Lake County Recorder!
SS:

Before me the undersigned, a Notary Public for Lake County, State of Indiana personally appeared Gene D. Ciesielski who acknowledged the execution of this instrument this 14th day of August, 2014.



Kathryn D. Schmidt, Notary Public



My Commission Expires: June 7, 2016
County of Residence: Lake County

This instrument prepared by: Kathryn D. Schmidt, Burke Costanza & Carberry LLP, 9191 Broadway, Merrillville, IN 46410 (219) 769-1313

Property Description

Condominium Unit 966 in Building C and Garage C966 in Troutwine Estates Condominium, a Horizontal Property Regime, as created by a certain Declaration of Condominium recorded August 12, 1996 as Document No. 96053792, and amended as follows:

- by First Amendment to Declaration recorded September 11, 1996 as Document No. 96060760,
- by Second Amendment recorded September 2, 1997 as Document No. 97057849,
- by Third Amendment recorded September 2, 1997 as Document No. 97057850,
- by Fourth Amendment recorded October 21, 1997 as Document No. 97071496,
- by Fifth Amendment recorded November 27, 2000 as Document Nos. 2000 086041 and 2000 086052,
- by Sixth Amendment recorded August 8, 2003 as Document No. 2003 082722, and
- by Seventh Amendment recorded December 1, 2010 as Document No. 2010 070882

in the Office of the Recorder of Lake County, Indiana, together with an undivided interest in and to the common and limited common area and facilities appurtenant thereto.

