

2014 080008

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 16 AM 11:53

MICHAEL E. BROWN
RECORDER

MORTGAGE

Know all persons by these presents that KEVIN P. KUHN of the City of Crown Point, County of Lake, State of Indiana, ("Mortgagor"), has mortgaged and hereby mortgages to TIMOTHY KUHN and PATRICIA KUHN, of the Village of Orland Park, State of Illinois ("Mortgagee"), the following described real property and premises in the County of Lake, State of Indiana (the "Real Estate"): See attached legal description.

Property Number: 45-16-09-429-016.000-042

Property Address: 1808 Edith Way, Crown Point, IN

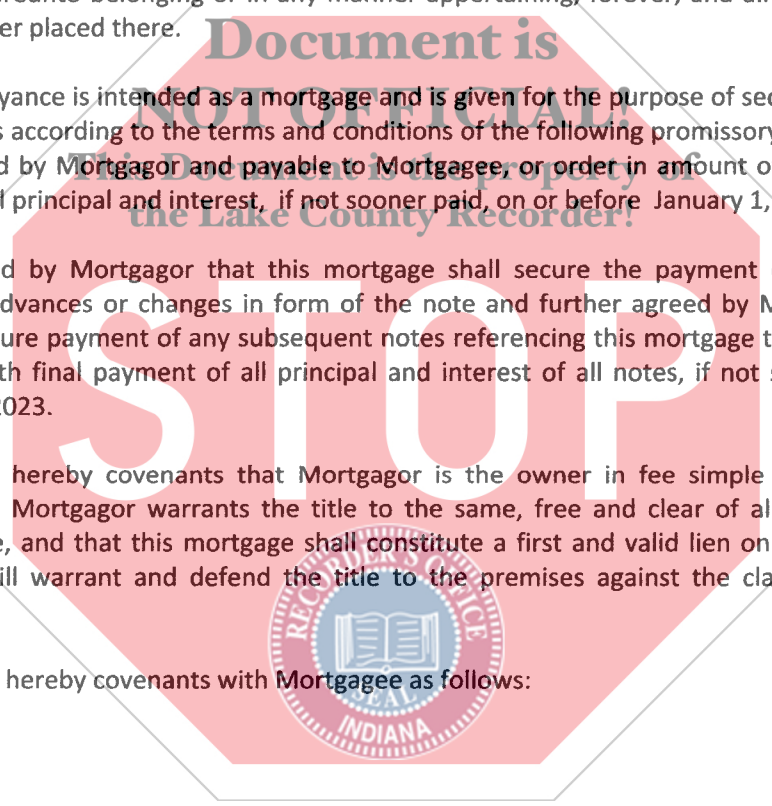
to have and to hold the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any manner appertaining, forever, and all the improvements thereon or hereafter placed there.

This conveyance is intended as a mortgage and is given for the purpose of securing the payment of an indebtedness according to the terms and conditions of the following promissory note of even date herewith, executed by Mortgagor and payable to Mortgagee, or order in amount of \$235,000.00 with final payment of all principal and interest, if not sooner paid, on or before January 1, 2023.

It is agreed by Mortgagor that this mortgage shall secure the payment of any extensions, renewals, future advances or changes in form of the note and further agreed by Mortgagor that this mortgage shall secure payment of any subsequent notes referencing this mortgage to a combined total of \$235,000.00 with final payment of all principal and interest of all notes, if not sooner paid, on or before January 1, 2023.

Mortgagor hereby covenants that Mortgagor is the owner in fee simple of the mortgaged premises and that Mortgagor warrants the title to the same, free and clear of all encumbrances of whatsoever nature, and that this mortgage shall constitute a first and valid lien on the premises, and that Mortgagor will warrant and defend the title to the premises against the claims of all persons whomsoever.

Mortgagor hereby covenants with Mortgagee as follows:



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SECTION ONE
PAYMENT OF OBLIGATIONS

To pay to Mortgagee all sums of money provided for in the note and this mortgage, as and when the same become due.

SECTION TWO
HAZARD INSURANCE

To insure the buildings and improvements on the property against fire and other hazards in the sum with companies satisfactory to and for the benefit of Mortgagee, its successors and assigns, and to maintain such insurance during the existence of this mortgage; and to pay all taxes and assessments levied and assessed against the premises and property before the same shall become delinquent. If such insurance is not effected and maintained or if all taxes and assessments that are or may be levied and assessed against the premises are not paid before the same become delinquent, then Mortgagee, its successors and assigns, may effect such insurance and pay such taxes and assessments, and shall be allowed interest thereon at the maximum legal rate from date of payment until paid. All such sums paid by Mortgagee for taxes, insurance, repairs, or for the protection of the property, together with the interest thereon, as herein provided, shall be likewise secured hereby. Mortgagee shall have no duty or obligation to pay such taxes, insurance premiums, repairs, or any sums for the protection of the premises and property.

Document is
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SECTION THREE
ACCELERATION

If any part of the principal sums hereby secured or any interest thereon is not paid when the sum becomes due and payable, if the above insurance is not effected and the policies of insurance delivered to Mortgagee or its successors or assigns, if any taxes or assessments levied and assessed against the premises and property are not paid before the same become delinquent, if Mortgagor abandons the property, ceases to occupy the same as his principal residence, sells the premises without satisfying the balance due under the note or notes, or if Mortgagor breaches any of the covenants and agreements herein contained, Mortgagee, its successors and assigns, may, without notice to Mortgagor, elect to declare the whole sum or sums and interest thereon due and payable at once, and may proceed to foreclose this mortgage for the collection of the debt secured hereby, and Mortgagee, its successors and assigns shall become and be entitled to the possession of the mortgaged premises and to the rents and profits therefrom, and shall, as a matter of right, on the institution of any such foreclosure proceeding, be entitled to the appointment of a receiver for the purpose of collecting the rents and profits, the rents being assigned to Mortgagee, its successors and assigns as further security for the indebtedness.

SECTION FOUR
DISCHARGE

Now if Mortgagor pays or causes to be paid to Mortgagee, its successors and assigns the sum or sums of money secured hereby, together with interest thereon, according to the terms and tenor of the evidence of the debt, procures and maintains the insurance and pays the taxes and assessments, and

performs all of the agreements and covenants herein contained, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect.

**SECTION FIVE
EXPENSES AND FEES**

As often as any proceeding is taken to foreclose this mortgage, Mortgagor shall pay to Mortgagee, its successors and assigns a sum equal to all attorney's fee for such foreclosure, in addition to all other legal court costs, which attorney's fee shall be due and payable on the filing of a petition for the foreclosure hereof, and such attorney's fee shall be a part of the debt secured by this mortgage.

**SECTION SIX
DEFENSE OF TITLE OR LIEN**

Mortgagor agrees at Mortgagor's own cost and expense to defend all actions attacking or questioning the title to the mortgaged property or seeking to enforce any liability or claim affecting the validity or priority of this mortgage; or, at the option of Mortgagee, Mortgagee may defend such actions, in which event Mortgagor shall reimburse Mortgagee for all expenses incurred by it in connection therewith, with interest and including a reasonable attorney's fee. Nothing herein contained shall be construed to impose any obligation or duty on Mortgagee to defend any such actions or to expend any money in defense thereof, and Mortgagee shall not be held liable for its failure so to do. Mortgagee may at any time deemed necessary procure an abstract or continuations of abstract. In case an action is instituted attacking the title to the lands and premises, or seeking to establish a lien or encumbrance thereon prior and paramount to the mortgage herein, Mortgagee may, at its option, immediately declare this mortgage and note or notes and other indebtedness that it secures due and payable and institute such proceedings including foreclosure of this mortgage as it may deem proper.

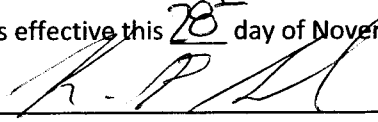
**SECTION SEVEN
AGREEMENTS AND COVENANTS AS CONSIDERATION**

The premises and agreements contained in the promissory note or notes that this mortgage secures, and the agreements and covenants in the mortgage contained, are each and all part of the consideration for the extension of credit or the loan of the money hereby secured.

**SECTION EIGHT
FORBEARANCE NOT A WAIVER**

No forbearance or failure to exercise any option or assert any rights or remedies given to Mortgagee hereunder shall operate or be held to operate as a waiver of its rights under the terms of this note or notes and mortgage. It is further stipulated and agreed that the note or notes and mortgage constitute the sole contract or agreement between Mortgagor and Mortgagee as to this mortgage transaction. Time is of the essence of this agreement, and each covenant contained in the note or notes and this mortgage is binding on Mortgagee and Mortgagor and their grantees and assigns.

In witness whereof, Mortgagor has executed these presents effective this 20TH day of November 2014.




KEVIN P. KUHN

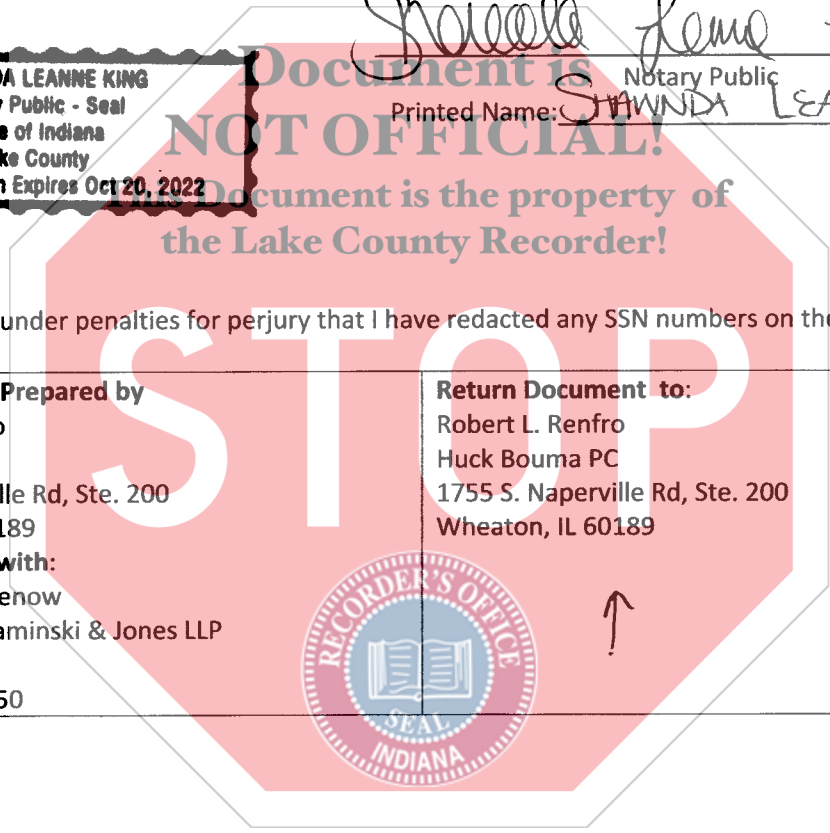
State of ~~Illinois~~)
INDIANA) ss
County of ~~DuPage~~)
LAKE

Before me, the undersigned, in and for said state, on this 20TH day of November, 2014, personally appeared KEVIN P. KUHN to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

SHAWNDA LEANNE KING
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Oct 20, 2022



Notary Public
Printed Name: SHAWNDA LEANNE KING



I affirm under penalties for perjury that I have redacted any SSN numbers on the mortgage.

<p>This Document Prepared by Robert L. Renfro Huck Bouma PC 1755 S. Naperville Rd, Ste. 200 Wheaton, IL 60189</p> <p>In Conjunction with: Matthew J. Hagenow Newby, Lewi, Kaminski & Jones LLP 916 Lincolnway LaPorte, IN 46350</p>	<p>Return Document to: Robert L. Renfro Huck Bouma PC 1755 S. Naperville Rd, Ste. 200 Wheaton, IL 60189</p> <p style="text-align: center;">↑</p>
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