

2017 045470

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MICHAEL B. BROWN  
RECORDER

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**REAL ESTATE MORTGAGE**

This indenture witnesseth that GERALD R. ZEGLEY and PATRICIA J. ZEGLEY of 2613 Hickory Drive, Dyer, Lake County, Indiana, as MORTGAGOR, Mortgages and warrants to MICHAEL P. JERRED of 603 S. Brady Street, Attica, Fountain County, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to-wit:

Lot 1, except the southerly 4 feet by parallel lines, Schilling's 7<sup>th</sup> Addition, Unit 2, to the Town of Dyer, as Shown in Plat Book 47, Page 1, in Lake County, Indiana.

C.K.A.: 2613 Hickory Drive, Dyer, IN 46311

P.I.N.: 45-11-18-306-012.000-034



and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: As evidenced by promissory note dated July 21, 2017.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with -0- percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

**Additional Covenants:**

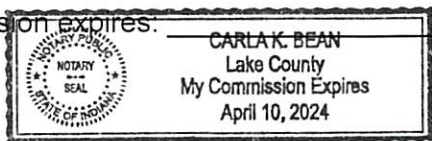
Dated this 21<sup>st</sup> day of July, 2017.

Michael R. Zegley Seal  
Patricia J. Zegley Seal

**State of Indiana, LAKE County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this 21<sup>st</sup> day of July, 2017 personally appeared: GERALD R. ZEGLEY and PATRICIA J. ZEGLEY and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires:



Signature Carla K. Bean  
Printed CARLA K. BEAN  
Resident of LAKE County, Indiana.

This instrument was prepared by: Rubino, Ruman, Crosmer & Polen, by Terrence M. Rubino, Attorney at Law, Attorney Identification No. 6220-45, 275 Joliet Street, Ste. 330, Dyer, Indiana 46311 Telephone Number: (219) 322-8222; Facsimile Number: (219) 322-6675

MAIL TO: Gerald and Patricia Zegley  
2613 Hickory Drive  
Dyer, IN 46311

55-  
CASH  
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PROMISSORY NOTE

The undersigned promises to pay to the order of MICHAEL P. JERRED the sum of THREE THOUSAND Dollars (\$3,000.00), together with simple interest on the principal amount outstanding at the rate of Zero percent (0%) per annum until this Note is paid in full, except during any period of default the interest rate shall be Zero percent (0%) per annum.

Payment of this Note shall be made as follows [mark only one]:

- [X] On Demand
[ ] On or before \_\_\_\_\_, at which time all principal and interest shall be paid in full.
[ ] In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each, beginning \_\_\_\_\_, 2000 and continuing on the same day of each month until \_\_\_\_\_, at which time all remaining principal and interest shall be paid in full.
[ ] In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each, beginning \_\_\_\_\_, 2000, and continuing on the same day of each month until \_\_\_\_\_, at which time a final/balloon payment of \$ \_\_\_\_\_ shall be due, which shall pay this Note in full, if all monthly payment shave been timely made.
[ ] Insert any other payment provisions here: \_\_\_\_\_

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

[Mark the appropriate provision(s)]:

- [ ] This Note is unsecured.
[ ] To secure the payment of this Note, the undersigned has granted a security interest in personal property described in a Security Agreement dated \_\_\_\_\_.
[X] To secure the payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated July 21, 2017.

Additional Provisions:

Payment of this Note shall be made to the Holder at 603 S. Brady Street, Attica, Fountain County, Indiana, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on July 21, 2017, at Dyer, Indiana.

Gerald R. Zegley (Signature)

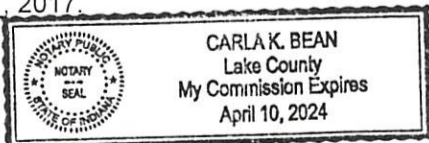
Patricia J. Zegley (Signature)

GERALD R. ZEGLEY (Name Printed or Typed)

Patricia J. Zegley (Name Printed or Typed)

STATE OF INDIANA )
) SS:
COUNTY OF LAKE )

SUBSCRIBED AND SWORN to before me the undersigned, a Notary Public this 21st day of July, 2017.



Carla K. Bean (Signature)
NOTARY PUBLIC
Resident of Lake County, Indiana

My Commission Expires: \_\_\_\_\_