

MORTGAGE

This Mortgage ("Security Instrument") is given on October 9th, 2017. The mortgagors are **Bruce A. Lambka and LuAnne Lambka** ("Borrowers"). This Security Instrument is given to **Timothy Heidbreder**, who lives in Crown Point, IN 46307 ("Lender"). Borrowers owe Lender the principal sum of twelve thousand three hundred eighty-eight dollars and 54/100 cents (\$12,388.54) This debt is evidenced by Borrowers' Promissory Note dated the same date as this Security Instrument ("Note"), which provides for a lump sum payment, due and payable upon the expiration of ten years, the death of both Borrowers or sale of residence. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications of the Note and (b) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers do hereby mortgage, grant, and convey to Lender the following described property located in Lake County, Indiana:

Legal description: See attached Exhibit "A".
Commonly known as: 414 Martin, Drive, Crown Point, IN 46307
Parcel number: 45-16-08-305-010.000-042

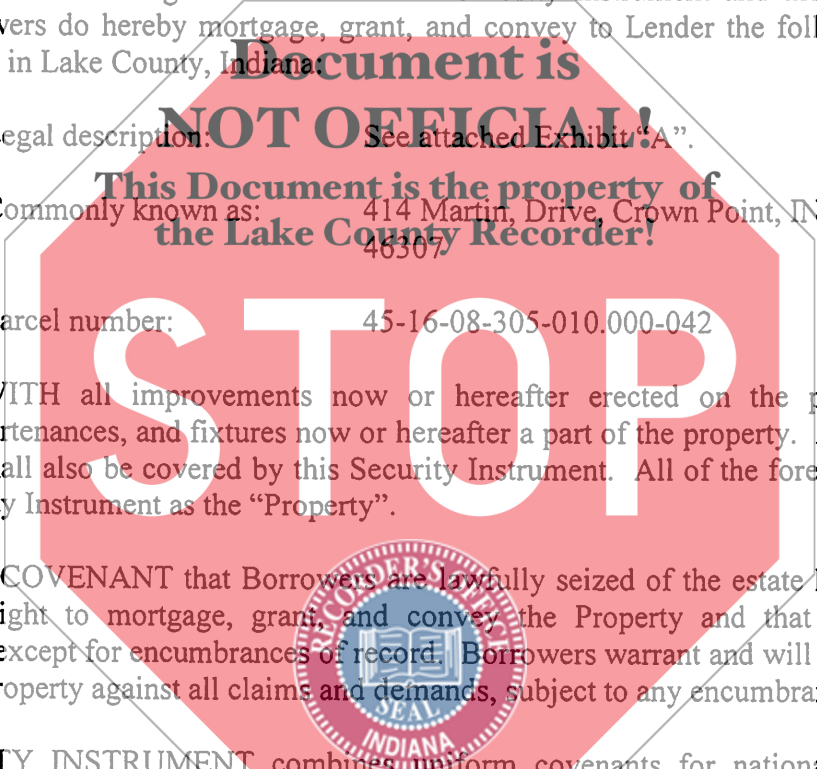
TOGETHER WITH all improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWERS COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrowers and Lender covenant and agree as follows:

1. Payment of principal and interest. Prepayment and late charges. Borrowers shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Taxes. Borrowers shall pay all real and personal property taxes when the same are due and payable.



2017-069581
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 OCT 13 PM 1:13
MICHAEL A. BOGGS
RECORDER

\$55100
cash

3. Application of payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied first to any principal due and last to any late charges due under the Note.
4. Charges. Liens. Borrowers shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or round rents, if any. Borrowers shall pay these obligations in the manner provided in paragraph 2 or, if not paid in that manner, Borrowers shall pay them on time directly to the person owed payment. Borrowers shall promptly furnish to Lender all notice of amounts to be paid under this paragraph. If Borrowers make these payments directly, Borrowers shall promptly furnish to Lender receipts evidencing the payments.

Borrowers shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contest in good faith the lien or defend against enforcement of the lien in legal proceedings which in Lender's opinion operates to prevent the enforcement of the lien, or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrowers a notice identifying the lien. Borrowers shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of giving notice.

5. Hazard or property insurance. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards, included within the term "extended coverage", and other hazards, including floods or flooding, in a minimum amount of two hundred twenty thousand dollars (\$220,000.00).
6. Protection of Lender's rights in the Property. If Borrowers fail to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do so and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrowers secured by this Security Instrument. Unless Borrowers and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowers requesting payment.

7. Borrowers not released. Forbearance by Lender not a waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Lender shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
8. Successors and assigns bound. Joint and several liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers.
9. Notices. Any notice to Borrowers provided for in this Security Instrument shall be given by delivering the same or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address Borrowers designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.
10. Governing law. Severability. This Security Instrument shall be governed by federal law and the law of the State of Indiana. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.
11. Borrowers' copy. Borrowers shall be given one (1) conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrowers and Lender further covenant and agree as follows:

12. Acceleration. Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than five (5) days from the date the notice is given to Borrowers, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrowers of the right to reinstate after acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at her option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing her

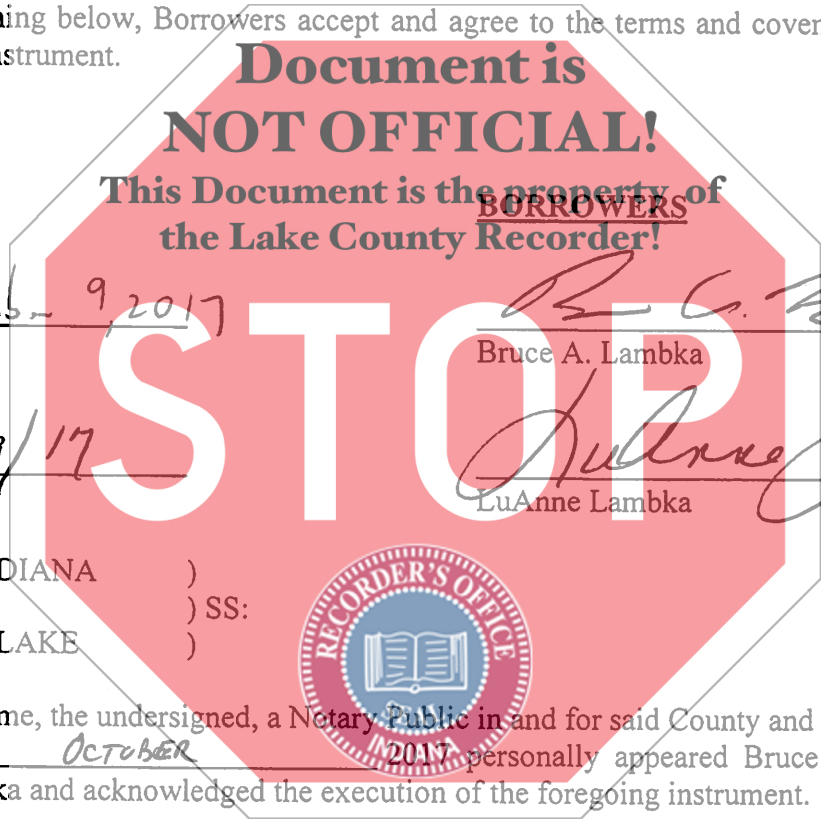
remedies, including, but not limited to, reasonable attorney's fees, expenses, court costs, and costs of title evidence.

13. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrowers.

14. Waiver of valuation and appraisalment. Borrowers waive all right of valuation and appraisalment.

15. Upon the death of Lender, this Mortgage is deemed satisfied and Borrowers do not owe her or her estate anything.

By signing below, Borrowers accept and agree to the terms and covenants contained in this Security Instrument.



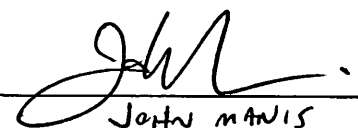
Date: Oct 5 - 9, 2017 
Bruce A. Lambka

Date: 10/9/17 
LuAnne Lambka

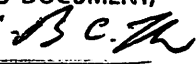
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of OCTOBER, 2017 personally appeared Bruce A. Lambka and LuAnne Lambka and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.


John MANIS
Printed Name of Notary Public

County of Residence: LAKE
My Commission Expires: 8-30-24

"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." 
PREPARED BY: _____



This document prepared by: D. Eric Neff, Attorney-at-Law, 1186 E. Summit Street, Crown Point, IN 46307



EXHIBIT A

Lot 6 Block 5 Fairview Heights in the City of Crown Point as shown in Plat Book 30, Page 81, in Lake County, Indiana

Parcel Number: 45-16-08-305-010.000-042

