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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 042762

2011 AUG 10 AM 8:42

MICHELLE R. FAJMAN  
RECORDER

CO SIGNER(S) MORTGAGE DEED

Executed this 30 day of June 2011 AD by Markey Bonding, 618 S. Calhoun St., Fort Wayne, IN 46802

Paul Perry

Herein called the Mortgagor, to

MARKEY BONDING. Herein called the Mortgagee.

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith herein described, the mortgagor hereby grants, bargains, sells aliens, remises, conveys and confirms unto the mortgagee, all the certain land of which the mortgagor is now in possession situated in LAKE County:

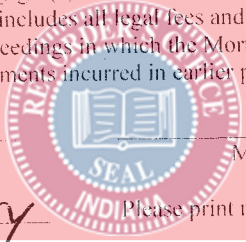
4919 Pine Ave, Hammond IN 46327  
Stafford+Trinkle Second Ad, Lot 37

The Mortgagors hereby acknowledge that the property encumbered by this mortgage may be claimed as homestead, however, Mortgagors agree for the purpose of this mortgage, to waive any and all exemptions granted to them under the laws of the State of Indiana that would apply to homestead property.

THIS MORTGAGE DEED is accepted as collateral for the defendant Jason Perry on Bond No. (Power Number) ASISK-114373 in the SF Court of Allen County in the State of Indiana SHALL BE RETURNED WHEN ALL OBLIGATIONS ARISING FROM THIS UNDERTAKING HAVE BEEN SATISFIED WITH NO LOSS TO THE MORTGAGEE INCLUDING ANY EXPENSES FOR APPREHENSION OF THE DEFENDANT FOR ANY REASON, THE TOTAL AMOUNT OF EXPENSES DUE TO BE POSTED WITH THE CLERK WITHIN 30 DAYS AFTER THE DEFENDANT Jason Perry CASE NO. 020051106FC176 HAS BEEN DISMISSED IN THE SF COURT OF Allen COUNTY IN THE STATE OF Indiana.

The undersigned will at all times indemnify and keep indemnified the Mortgagee and SAVE HARMLESS the Mortgagee from and against any and all claims, demands, liability, costs, charges, legal fees, disbursements and EXPENSES OF EVERY KIND AND NATURE, which the Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments, and adjudication against the Mortgagee by reason or by consequence of having executed such Bond or undertaking in or all of and/or at the instance of the Mortgagor(s) (or any of them) and will pay over, reimburse and make good to the Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, suit, expense, suit, order, decree, payment and/or adjudication against the Mortgagee by any reason of the execution of such Bond or undertaking and any other Bonds, or undertakings executed in behalf of and/or at the instance of the Mortgagor(s) and before the Mortgagee shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Mortgagee may pay or incur in any legal proceedings, including proceedings in which the Mortgagee may assert or defend its rights to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

Paul Perry  
Mortgagor Signature



Mortgagor Signature

Please print name:

Paul Perry

Please print name:

AMOUNT \$ 20.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 25890  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK YM

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TO HAVE AND TO HOLD the same, together with the tenements, heirs apparent and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasible seized of said land in fee simple, that the mortgagor has good right and lawful authority to convey said land as aforesaid, that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances.

THAT this Mortgage Deed is solely to secure future advances which may be made by the mortgagee to the mortgagor up to and including the amount of 10,000.00 dollars and interest thereon at eighteen percent (18%) interest per annum. That at the present time the debt from the mortgagor to the mortgagee is Zero Dollars.

The Mortgagee may loan to the Mortgagor up to and including the amount of 10,000.00 dollars and interest thereon at eighteen percent (18%) interest per annum. That at the present time, the Mortgagee has not loaned the Mortgagor any money or other things of value, and as such, the present outstanding debt from the Mortgagor to the Mortgagee is Zero Dollars. The Mortgagee may loan to the Mortgagor up to and including, the amount of 10,000.00 dollars and interest thereof at eighteen percent (18%) interest per annum, upon the occurrence of the stated contingency. Upon the FORFEITURE of the surety bond(s) posted on behalf of Jason Perry the defendant in Cause No. 0220051106FC176 in the SF Court in Allen County in the State of Indiana, by Mortgagee, or upon payment of any expenses incurred by the Mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause.

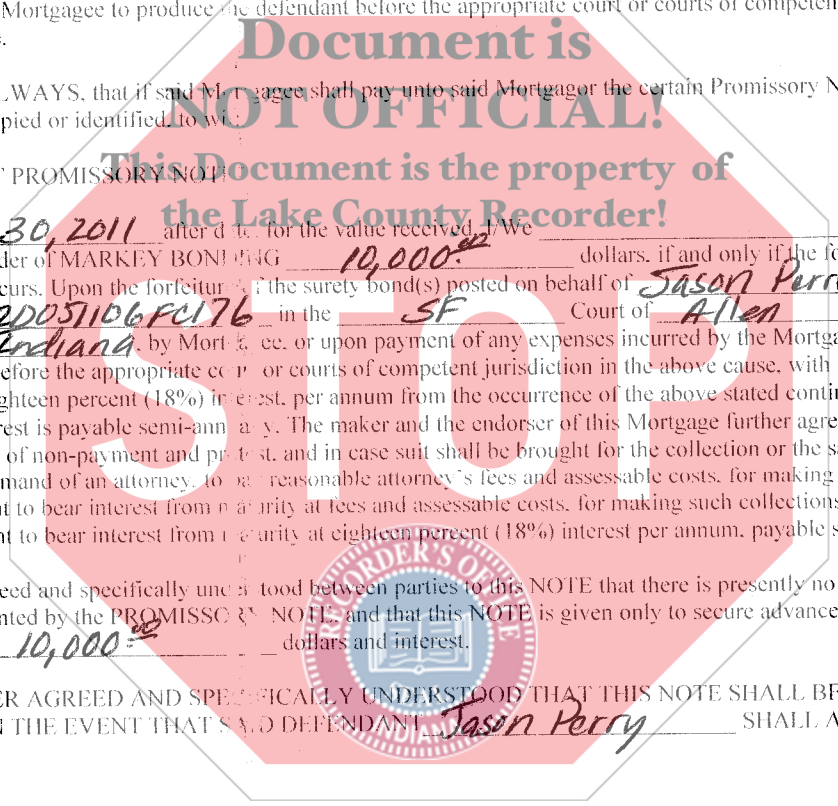
PROVIDED ALWAYS, that if said Mortgagee shall pay unto said Mortgagor the certain Promissory Note hereinafter substantially copied or identified to wit:

CONTINGENT PROMISSORY NOTE

On June 30, 2011 after date for the value received, I/We \_\_\_\_\_ Promise to pay to the order of MARKEY BONDING 10,000.00 dollars, if and only if the following stated contingency occurs. Upon the forfeiture of the surety bond(s) posted on behalf of Jason Perry the defendant in Cause No. 0220051106FC176 in the SF Court of Allen County, in the State of Indiana, by Mortgagee, or upon payment of any expenses incurred by the Mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of eighteen percent (18%) interest per annum from the occurrence of the above stated contingency, until fully paid. Interest is payable semi-annually. The maker and the endorser of this Mortgage further agree to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection or the same has to be collected on demand of an attorney, to bear reasonable attorney's fees and assessable costs, for making such collection hereof; payment to bear interest from maturity at fees and assessable costs, for making such collections. Deferred interest payment to bear interest from maturity at eighteen percent (18%) interest per annum, payable semi-annually.

It is further agreed and specifically understood between parties to this NOTE that there is presently no outstanding loan or debt represented by the PROMISSORY NOTE, and that this NOTE is given only to secure advances up to and including 10,000.00 dollars and interest.

IT IS FURTHER AGREED AND SPECIFICALLY UNDERSTOOD THAT THIS NOTE SHALL BECOME NULL AND VOID IN THE EVENT THAT SAID DEFENDANT, Jason Perry SHALL APPEAR IN THE



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PROPER COURT AT ALL TIMES so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled.

THIS MORTGAGE WILL REMAIN IN FULL FORCE AND EFFECT UNTIL ALL LIABILITY TO MARKEY BONDING HAS BEEN DISCHARGED IN WRITING BY THE COURTS AND UNTIL ALL FEES FOR THE APPREHENSION AND SURRENDER OF THE DEFENDANT HAVE BEEN PAID TO MARKEY BONDING.

THE LIABILITY ON THIS MORTGAGE MUST BE DISCHARGED BY MARKEY BONDING IN WRITING. IT MUST BE FILED IN THE CLERKS OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

*Paul Perry*  
Mortgagor Signature

\_\_\_\_\_  
Mortgagor Signature

Please print name: *Paul Perry*

Please print name: \_\_\_\_\_

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principle and interest and other sums of money for surrender and apprehension as provided for in said note and this mortgage, or either, to pay all the singular taxes and assessments, levies, liabilities, obligations, and encumbrances of every nature on said property, to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time, to keep the buildings now or hereafter on said land fully insured in a sum of not less than fair market value of such buildings in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee and in this event that any money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured accounting to the mortgagor for any surplus, to pay all costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of failure of the mortgagor to promptly and fully comply with this agreement's stipulation, condition, and covenant set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessments, insurance premiums or other sums of money payable by virtue of said note and this mortgage, or either the mortgagor may or the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the day thereof at the lawful rate then allowed by the laws of the State of Indiana.

If any sum of money herein referred to be not promptly paid within thirty days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, are not fully performed, complied with and abided by when the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS THEREOF, the said co-signer(s)/mortgagor(s) has hereunto signed and sealed these agreements this day and this year first written above.



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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.

Paul Perry  
Mortgagor

Mortgagor

Please print name: Paul Perry

Please print name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

X [Signature]  
Witness  
Please print name: Christina Rogers

X [Signature]  
Witness  
Please print name: Kody James Loosen

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

STATE OF INDIANA

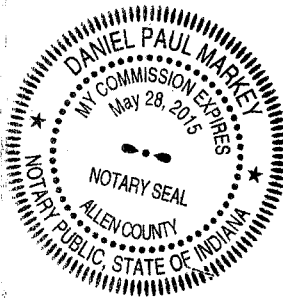
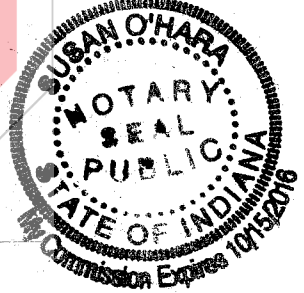
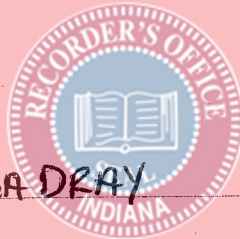
COUNTY OF Allen

I HEREBY CERTIFY that on this 30 day of June, 2011, before me, an office duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement, personally appeared Paul Perry (known to me to be the person(s) described, or who executed the foregoing instrument) Drivers License and acknowledged that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2011.

[Signature]  
Notary Public  
My Commission Expires 5-28-15  
County of Residence Allen

This instrument prepared by: KATRINA DRAY



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