

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 066596

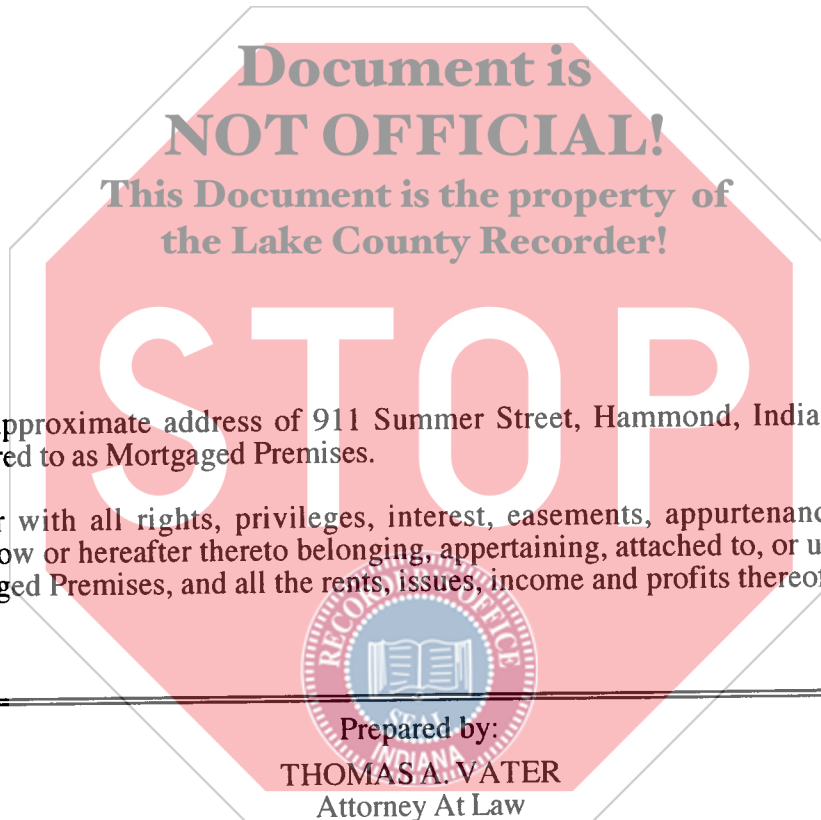
2012 SEP 21 AM 11:37

REAL ESTATE MORTGAGE

MICHAEL J. NEUMAN  
RECORDER

THIS INDENTURE, made the 21<sup>st</sup> day of September, 2012, WITNESSETH, that Jarret Tate and Ryan Tate, whose address is 911 Summer Street, Hammond, Indiana 46327, (hereinafter referred to as Mortgagor), hereby mortgages and warrants to Pyramid Property Development and Management, L.L.C., (hereinafter referred to as Mortgagee), of 8209 Lakeshore Drive, Cedar Lake, Indiana 46303, the following described lands and premises situated in the County of Lake, and State of Indiana, viz:

Lot 52 in Block 3 in Fogg and Hammond's Second Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 2, page 8, in the Office of the Recorder of Lake County, Indiana



which has the approximate address of 911 Summer Street, Hammond, Indiana 40320, and is hereinafter referred to as Mortgaged Premises.

Together with all rights, privileges, interest, easements, appurtenances, fixtures, and improvements now or hereafter thereto belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof.

Prepared by:

THOMAS A. VATER  
Attorney At Law  
7814 Belmont Avenue  
Hammond, IN 46324  
TELEPHONE: (219) 844-1969



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This mortgage is given to secure the performance of the provisions hereof and payment of a certain promissory note dated September 21, 2012, in the amount of Fourteen Thousand Five Hundred (\$14,500.00) Dollars. The Mortgagor covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided below without relief from valuation and appraisal laws, and attorneys' fees as applicable.
2. **No Liens.** The Mortgagor warrants there are no outstanding liens against the property and the Mortgagor shall not permit any lien to attach to and remain on the Mortgaged Premises other than those liens currently in existence on any part thereof for more than forty-five (45) days after receiving notice thereof from the Mortgagee.
3. **Property Occupied by Mortgagor.** The Mortgagor represents that the Mortgaged Premises are occupied by the Mortgagor.
4. **Due on Sale - Consent by Lender.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether, legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of any interest in the Real Property. If any Grantor is a corporation, partnership, or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) percent of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.
5. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage, or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interest may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.



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6. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
7. **Advancements to Protect Security.** The Mortgagee may, at his/her option advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums advanced to and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of seven (7.0%) percent per annum. Such sums may include but are not limited to insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
8. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly, through judicial proceedings or by advertisement, at the option of the Mortgagee, pursuant to the statutes in such case made and provided, and with a power of sale, to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of the Mortgagee. Upon such foreclosure the Mortgagee may obtain appropriate title evidence and may add the cost thereof to the principal balance due.
9. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his/her rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his/her rights hereunder. The Mortgagee may enforce any one or more of his/her rights or remedies hereunder successively or concurrently.
10. **Extensions; Reductions, Renewals, Continued Liability of Mortgagor.** The Mortgagee at his/her option, may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

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11. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors, and assigns of the parties to this mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural and masculine form and shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit, or construe the contents of such paragraphs.
12. **Title to Mortgaged Premises.** The Mortgagor covenants that they are lawfully seized of the Mortgaged Premises in fee simple; that they have a good right to convey the same. Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused this document to be executed the day and year first above written.

Ryan Tate  
Ryan Tate, Mortgagor.
 
Jarret Tate  
Jarret Tate, Mortgagor.

STATE OF INDIANA  
 COUNTY OF LAKE

**Document is  
 NOT OFFICIAL!**

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

On this 21st day of Sept., 2012, before me, a notary public in and for said County, personally appeared Jarret Tate and Ryan Tate, to me known to be the same person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

Thomas A Vater  
 Notary Public Thomas A Vater  
Lake County, Indiana  
 My commission expires: 1-16-20



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