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2014 007942

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB 11 AM 9:16

MICHAEL B. BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH THAT Yogita Bhatt, of Lake County, as MORTGAGOR, MORTGAGES AND WARRANTS TO Shreyas Shah of Oakland County, Michigan, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to-wit:

SEE ATTACHED LEGAL

Grantee Address: 1234 Lincoln Highway, Schererville, IN 46375

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following indebtedness of even date herewith: Fifty Thousand and 00/100 Dollars (\$50,000.00), with interest at the rate of twelve percent (12%) per annum. In the event any amount is not paid within seven (7) days after the date it is due, such late payment shall bear interest from the date the amount is due at a rate of 1% per month. Mortgagor may also take such action necessary, including legal proceedings, to enforce its rights under this Mortgage. Mortgagee also agrees to pay all costs of collection, including attorney fees and court costs.

B. Also securing any renewal or extension of such indebtedness.

C. Also securing all future advances to the full amount of this mortgage.

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagee will pay when due future payments of taxes, insurance and assessments against said real estate.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

AMOUNT \$ 20⁰⁰
CASH _____ CHARGE _____
CHECK # 1539
OVERAGE _____
COPY _____
NON-COM _____
CLERK Sp

E

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. For purposes of notices, Mortgagee's address is: 3374 Shakespeare Drive, Troy, MI 48084.

11. Additional Covenants: N/A

DATED this 21st day of November, 2013.

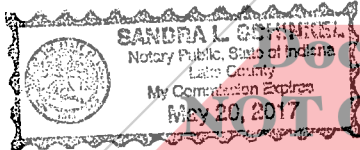



YOGITA BHATT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of November, 2013, personally appeared: Yogita Bhatt, and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

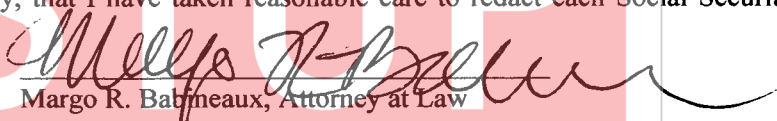




NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: MARGO R. BABINEAUX #20775-45
MEINZER & BABINEAUX, Attorneys at Law
10115 Raven Wood Dr., Ste. B, P. O. Box 111
St. John, IN 46373-0111
(219) 365-4321 Fax: 365-9510

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.



Margo R. Babineaux, Attorney at Law

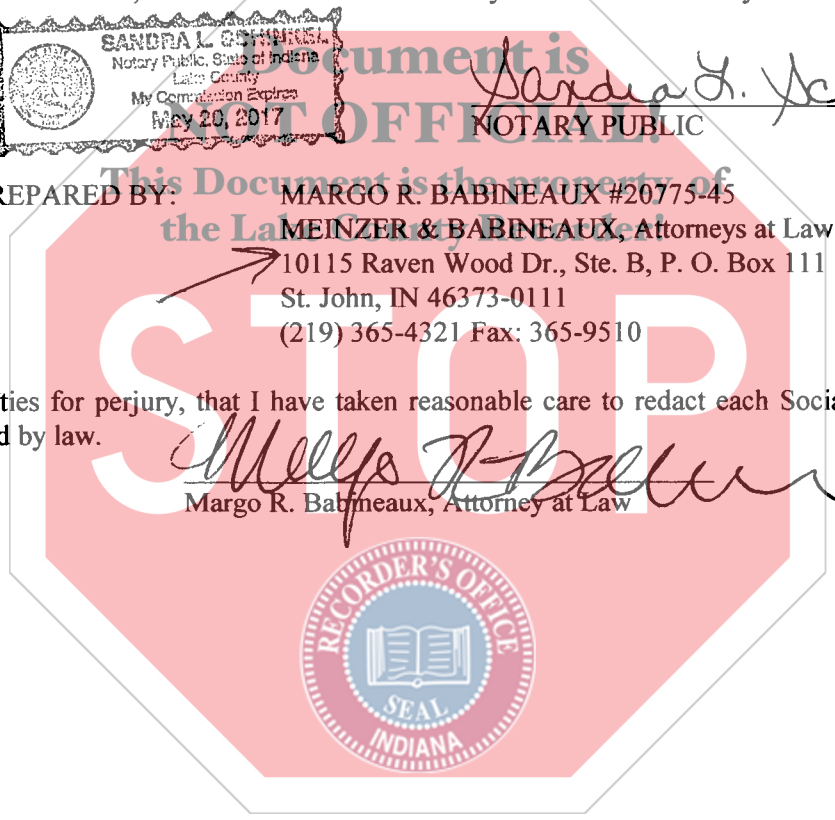


EXHIBIT "A"

Parcel 1: That part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at a point which is 450.01 feet South and 625 feet East of the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 17 by parallel lines; thence East and parallel with the North line of said quarter, quarter, a distance of 150.00 feet to a point; thence Southwesterly with an interior angle of 84 degrees 13 minutes 30 seconds a distance of 156.80 feet; thence West with an interior angle of 95 degrees 19 minutes 30 seconds a distance of 131.10 feet; thence North 155.00 feet to the place of beginning.

Parcel 2: Right and easement to go on, over and across the following described real estate in the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian: Beginning at a point on the Northerly line of the public highway known as Lincoln Highway which point is 725.00 feet due East from the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 17; thence Northeasterly making an angle of 92 degrees 45 minutes 30 seconds with said Northerly line of Lincoln Highway, measured from West to North, a distance of 350 feet to a point on the Easterly line of Parcel 1; thence East with an interior angle of 95 degrees 46 minutes 30 seconds and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 17, a distance of 50.26 feet; thence Southwesterly with an interior angle of 84 degrees 13 minutes 30 seconds a distance of 352.65 feet to the Northerly line of Lincoln Highway; thence Westerly along the Northerly line of Lincoln Highway a distance of 50.06 feet to the point of beginning, in Lake County, Indiana, for roadway purposes for ingress and egress to Parcel 1.

Property
Address:

1248 Lincoln Highway, Schererville, IN 46375

