## **MORTGAGE**

This Mantages is made by File Mountain Duopouties LLC a limited liability
This Mortgage is made by <u>Elk Mountain Properties, LLC</u> a limited liability corporation organized and existing under the laws of Utah with a mailing address
of 817 SE 9th Cir. Battle Ground, WA. 98604, ("Mortgagor"),
to <u>June Beaver</u> , an individual with an address of, ("Mortgagee").
Mortgagor is indebted to Mortgagee in the principal sum and with interest payable as provided in a certain promissory note dated <u>February 24,2014</u> . The terms and conditions of such promissory note are incorporated herein by reference.
Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate ("Property"):
Address: 4451 Kentucky ST, GARY IN 46409 Parcel Number: 45-08-27-457-019.000-004
Taxing Unit: 004 Township: 001 Deeded Acreage:1550 Routing No: _147-141@92
Legal Description: SCARSDALE FIRST ADDITION TO GARY ALL L.7 BL.7 Plat Book 75
Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.
To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.
Mortgagor covenants with Mortgagee that:  1. Mortgagor will promptly pay the above indebtedness when due;    A   A   A   A   A   A   A   A   A
1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and
charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
2. Mantagaga will be an the hailding the stangarts on the suggestion of the suggesti
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an
amount and with such company as shall be acceptable to Mortgagee, and in default
thereof, Mortgagee may effect such insurance and such amounts will also be secured
by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will
maintain the property and any improvements in good repair;
INDIANA TITLE NETWORK COMPANY 325 NORTH MAIN 20/4-2 4673-CO CROWN POINT, IN 46307
CROWN POINT, IN 46307
in M. C.

## **MORTGAGE**

- 4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
- 5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;
- 6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;
- 7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
- 8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
- 9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **MORTGAGE**

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this M	fortgage is executed under seal o	n the $\mathcal{L}^{\mathcal{L}}$ day
of February, 2014. Signed, sealed and delivered in the	a procance of:	
Signed, sealed and derivered in th	e presence or.	
		<del></del>
Elk Mountain Properties, LLC		
Officer: Jeffrey Wingfield		ON SOUNCE
Title: Managing Partner		SNOTARY
	_	O PUBLIC N
<del>oʻ</del>		7 13 20 G
State of (Washington)	Document is	SOC WYS HOSE
County of CLARK NO	TOFFICIAL!	
On <u>J-24-2014</u> before me, (here ins	ert name and title of the officer), pe	rsonally appeared
the La	ake County Recorder!	-
Jeffrey Wingfeld, Hawager		
basis of satisfactory evidence to be the	,who	proved to me on the
instrument and acknowledged to me		
authorized capacity(ies), and that by	his/her/their signature(s) on the inst	trument the person(s), or
the entity upon behalf of which the p	erson(s) acted, executed the instrun	nent.
I certify under PENALTY OF PERJ foregoing paragraph is true and corre		WAShington that the
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WITNESS my hand and official seal	AFFIRM, UNDER THE PENALTIES FOR	K McE
	PERJURY, THAT I HAVE TAKEN REASON	CONA 1.0
	ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT	NOTARY
	UNLESS REQUIRED BY LAW.	BUBLIC Z
	A Joiene Kratichine	7 13 20 N
Deluc M' Theny	4-13-15	OF WASHING
Notary Public Signature	My Commission Expires	Notary Public Seal