## **MORTGAGE**

	er_, an individual		************	
	63316 Wildahl Ro	d. Coos Bay, OR 974	<u>20                                    </u>	ortgagee").
as provided in a	certain promissory	gee in the principal sun note dated <u>February</u> are incorporated hereir	24 ,2014 . The	st parable terms and
		of the above indebtedree all the following rea		
Address: 4026 OHI	O ST, GARY IN 46409	Parcel Numbe	r: <b>_45-08-27-280-01</b>	\$000 <del>50</del> 04 T
Taxing Unit: 004	Township: <u>001</u>	Deeded Acreage:14	30_ Routing Non	J41-060 84
Legal Description:	ASBURY PARK ADD. S. :	10FT. L.6 BL.2 ALL L.7 BL.2 (	N. 15FT. L.8 BL.2 💍 ု	
Subject to all val	id easements, rights cord, if any.	s of way, covenants, co	onditions, reserva	tion <del>s</del> and
To have and to appurtenances be successors and as	longing thereto, if	ether with all the build any, to the Mortgagee	lings, improveme and Mortgagee's	ents and heirs,
Mortgagor cov	enants with Mortga	agee that:		
1. Mortgagor v	vill promptly pay th	ne above indebtedness	when due;	
charges assessed	upon the property v	nd discharge all real es when due, and in defau also be secured by this	It thereof, Mortg	ments and agee may
insured against lo amount and with	ss by fire and other such company as slee may effect such it	ngs and improvements casualty in the name chall be acceptable to Minsurance and such am	of Mortgagee in s lortgagee, and in	such an default
			on the property ar	nd will 19.

## **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 Mortgage is executed under seal of February, 2014. Signed, sealed and delivered in the presence of:	on the $24^{4/4}$ day
Elk Mountain Properties, LLC	· · · · · · · · · · · · · · · · · · ·
Officer: Jeffrey Wingfield  Title: Manager	NOTARY OF THE PROPERTY OF THE
State of Washington Document is	
County of Chark NOT OFFICIAL!	
On 2-34-14 before me, (here insert name and title of the officer), portion of the Lake County Recorder!	ersonally appeared
	proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are s instrument and acknowledged to me that he/she/they executed the same authorized capacity(ies), and that by his/her/their signature(s) on the ins the entity upon behalf of which the person(s) acted, executed the instrument of the instrument of the instrument of the person of the p	in his/her/their strument the person(s), or
I certify under PENALTY OF PERJURY under the laws of the State of foregoing paragraph is true and correct.	WAShingforthat the
WITNESS my hand and official seal  I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASON ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT WINDESS REQUIRED BY LAW TO I SHE TO ATOCHW W	NOTARY TO STATE OF THE STATE OF
My Commission Expires  My Commission Expires	Notary Public Seal
, •	