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2014 DEC 23 AM 11:42

MICHAEL D. BROWN
RECORDER

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REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE, made this 17th day of December, 2014, between Holland Road Homes, LLC ("Mortgagor") and POCO Investments, LLC ("Mortgagee"),

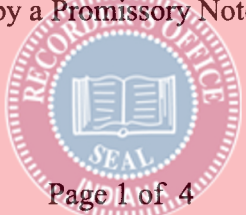
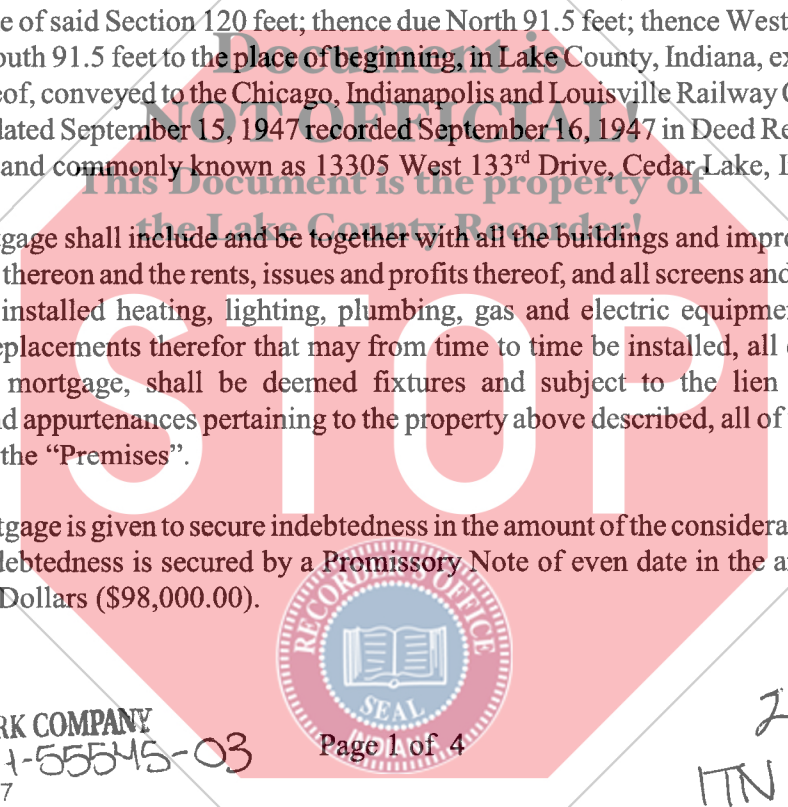
WITNESSETH

That Mortgagor in consideration of the sum of Ninety Eight Thousand Dollars (\$98,000.00), the receipt whereof is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, the real estate in the County of Lake, and the State of Indiana, described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as: Commencing at a point 1320 feet East of the Southwest corner of said section; thence due East on the South line of said Section 120 feet; thence due North 91.5 feet; thence West 120 feet; thence South 91.5 feet to the place of beginning, in Lake County, Indiana, except that part thereof, conveyed to the Chicago, Indianapolis and Louisville Railway Company in Deed dated September 15, 1947 recorded September 16, 1947 in Deed Record 792 page 70, and commonly known as 13305 West 133rd Drive, Cedar Lake, Indiana.

The mortgage shall include and be together with all the buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens and storm windows, all permanently installed heating, lighting, plumbing, gas and electric equipment now installed therein and all replacements therefor that may from time to time be installed, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "Premises".

This mortgage is given to secure indebtedness in the amount of the consideration hereinabove stated, which indebtedness is secured by a Promissory Note of even date in the amount of Ninety Eight Thousand Dollars (\$98,000.00).



Return to
INDIANA TITLE NETWORK COMPANY
325 NORTH MAIN
CROWN POINT, IN 46307
2014-55545-03

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Mortgagor does hereby, covenant and agree with the Mortgagee:

1. To pay said indebtedness and the interest hereon as herein and in said Promissory Note provided, or according to any agreement extending the time of payment thereof.
2. To pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises, or any part thereof, and, upon demand by Mortgagee, to exhibit receipts thereof.
3. To pay after the same shall become due under the ordinances, requirements or regulations of any local governmental unit in which the premises or any portion thereof are situated, all water charges or sanitation assessments, if any, against said premises, and upon demand by the Mortgagee, to exhibit receipts therefor.
4. Not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done on said premises, anything that might impair the value thereof, or the security intended to be effected by the virtue of this instrument.
5. To keep all buildings and fixtures that may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire (with extended coverage endorsement) for the full replacement insurable value of said buildings and fixtures; to make all sums recoverable upon such policies payable to the Mortgagee by the usual mortgage clause to be attached to such policies; and to exhibit to or deposit with Mortgagee all of such policies upon Mortgagee's request.
6. In case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure on the part of the Mortgagor to comply with any covenant, condition or provision of this mortgage, then said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of the Mortgagee and without notice to Mortgagor (such notice being expressly waived), become due and collectible at once by foreclosure or otherwise.
7. Upon commencement of any proceeding to enforce or foreclose this mortgage, or any time thereafter until expiration of the period of redemption, Mortgagee shall be entitled as a matter of right, without notice to Mortgagor or any person claiming under it, without regard to the solvency or insolvency of persons liable for the payment of the indebtedness hereby secured, without regard to the then value of the premises and the adequacy of the security, and whether or not the same shall then be occupied by the owner of the equity of redemption, to the immediate appointment of a receiver with power to take possession of said premises, to collect all rentals and profit thereof and to hold and apply the receipts as the court may order for the benefit of Mortgagee and the maintenance of the security.

8. If the note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or if the Mortgagee voluntarily or involuntarily becomes or is made party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagor shall reimburse Mortgagee for its reasonable attorney's fees, costs and expenses of procuring abstracts or other evidence of title and title insurance in connection therewith.

9. Upon any default Mortgagee is hereby empowered to enter upon and take possession of the premises, to let the same, to receive all rents, issues and profits thereof either due or to become due and apply such receipts in payment of necessary charges and expenses and on account of said indebtedness. Mortgagee's acts, as authorized in this paragraph shall not in any way affect the rights of foreclosure and the appointment of a receiver, or other rights of enforcement, as hereinafter provided.

10. Any award of damages under condemnation for injury to, or taking of, any part of all of the premises is hereby assigned to Mortgagee.

11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. In the event of default of Mortgagor under any covenant or agreement contained in this mortgage, and for the limited purpose of correcting such default, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagor has instituted proper legal proceedings to test the validity of such taxes or assessments and has deposited with Mortgagee security therefore acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagor; (d) pay all water charges; (e) make repairs on any part of the premises; and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagor to Mortgagee.

13. Proceeds of any insurance policies received by Mortgagee by reason of loss or damage by fire and damages received by Mortgagee under condemnation for injury to, or taking of, any part or all of the premises may be invested in the premises in respect of which they were collected. Such proceeds or damages not so invested shall be applied to reduce the principal of the Promissory Note and to reduce the amount of payment required for the release of lots and improvements in respect of which they were collected.

IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage on the date first written above.

Mortgagor:

Holland Road Homes, LLC

By

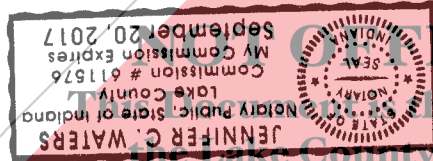
Printed Name: JENT BOTTERMAN

Title: President

STATE OF Indiana)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 14 day of December, 2014, personally appeared before me this day in person Jent Botterman on behalf of Holland Road Homes, LLC, and acknowledged that he signed the foregoing Real Estate Mortgage as his duly authorized, free and voluntary act, for the uses and purposes therein set forth.

SEAL



Notary Public

Printed

County of Residence: LAKE

My Commission Expires: 9-20-17

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. William A. Ferngren

This Instrument Prepared By And Return To:
William A. Ferngren, Esq.
Ferngren Law Offices, LLC
570 Vale Park Road, Unit B
Valparaiso, Indiana 46385
(219) 464-4500
bill@fern grenlaw.com

