

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 083680

2014 DEC 30 PM 12:16

MICHAEL S. BROWN
RECORDER

REAL ESTATE MORTGAGE

This Indenture Witnesseth, That, **Raul Fernandez and Maria Rocio Fernandez** (the "Mortgagor"), **Mortgages and Warrants to JFC 111, LLC**, (the "Mortgagee"), the following described real estate in Lake County, Indiana:

The South 28 feet of the East Half of Lot 16 and the North 12 feet of the East Half of Lot 17, except that part taken for alley purposes, Green Fields Addition to Hammond, as shown in Plat Book 12, page 34, in Lake County, Indiana.

Commonly known as: 6632 Jackson Avenue, Hammond, IN 46324 (hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note(s) ("Note") dated this 12th day of December, 2014, in the principal amount of THIRTY THOUSAND DOLLARS (\$30,000.00) with interest as therein provided, together with all subsequent notes for the purchase of the real estate.

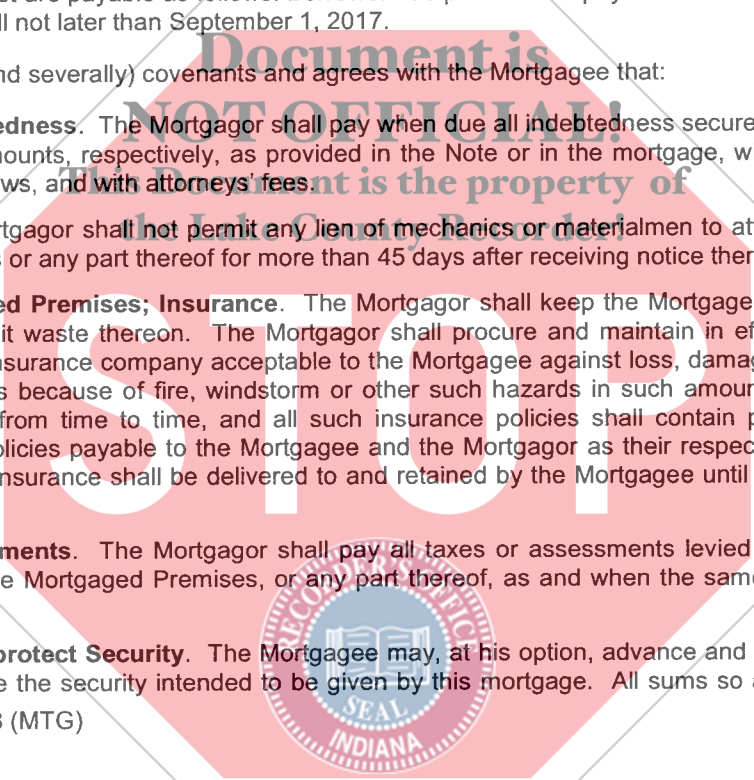
Said principal and interest are payable as follows: Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than September 1, 2017.

The Mortgagor (jointly and severally) 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 in the Note or in the mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **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 from an insurance company acceptable to the Mortgagee against loss, damage to, 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 interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **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.
5. **Advancements to protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the

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ACKNOWLEDGES THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK AND RETAIN THEIR INDEPENDENT COUNSEL AND ARE SIGNING THIS MORTGAGE WITHOUT RELIANCE UPON LEGAL ADVICE FROM THIS DOCUMENT'S PREPARER.

In Witness Whereof, the Mortgagor has executed this mortgage, this 12th day of December, 2014.

Raul Fernandez
Raul Fernandez

Maria Rocio Fernandez
Maria Rocio Fernandez

State of Indiana, County of Lake ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Raul Fernandez and Maria Rocio Fernandez** who acknowledged the execution of the foregoing Mortgage and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 12th day of December, 2014.

My Commission Expires: _____

Deidre Dillard
Signature of Notary Public

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

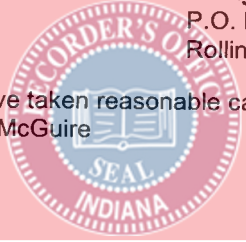
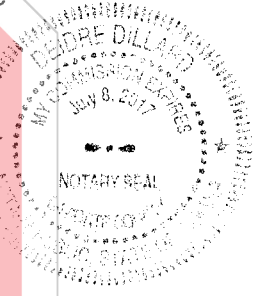
Printed Name of Notary Public _____

Notary Public County and State of Residence _____

This instrument was prepared by:
Andrew T. McGuire, Attorney-at-Law #25941-71
202 S. Michigan Street, Ste. 300, South Bend, IN 46601

Property Address:
6632 Jackson Avenue
Hammond, IN 46324

Mortgagee's Address:
P.O. Box 536
Rolling Prairie, IN 46371



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. Andrew T. McGuire

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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 TEN percent (10.00%) 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.

6. **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. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his 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 rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the 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.
9. **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 also shall mean or apply to the plural and masculine form 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.
10. **Additional Provisions:**
NONE

THE PARTIES TO THIS MORTGAGE ACKNOWLEDGE THAT THE PREPARER, ANDREW T. MCGUIRE, ATTORNEY AT LAW, WAS SOLELY ENGAGED TO DRAFT A MORTGAGE BASED ON THE TERMS AND PROVISIONS PROVIDED PURSUANT TO AN AGREEMENT BY AND BETWEEN THE PARTIES HERETO AND WAS NOT ENGAGED TO PROVIDE LEGAL ADVICE AS TO THE APPROPRIATENESS OR LEGAL CONSEQUENCES OF THIS MORTGAGE AS SAME MAY APPLY TO THE BUYER AND SELLER. EACH PARTY

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