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REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH that AMY JO BOENSCH, as Mortgagee of Griffith, Indiana, Mortgages and warrants to NICK RUGGERI of Munster, Lake County, Indiana, as Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

Lots 17 and 18 in Block 2 in the Original Town of Griffith, as per plat thereof, recorded in Plat Book 2, page 45, in the Office of the Recorder of Lake County, Indiana.

Commonly Known as: 414 North Dwiggins Street
Griffith, Indiana 46319
Tax Property ID No: 45-07-35-402-022.000-000

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MICHAEL S. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

and the rents and profits therefrom, to secure the payment, when the same shall become due of the following indebtedness:

Eighty Thousand and no/100 Dollars (\$80,000.00) pursuant to PROMISSORY NOTE of August 27th, 2015.

The Promissory Note secured by this Mortgage is payable on demand for which notice shall be deemed duly served if forwarded by first class mail as follows:



Upon the failure of Mortgagor to fully satisfy such indebtedness within (14) days of the mailing of such demand as set forth above the Mortgagor shall be in default of the full amount of the indebtedness owed to the Mortgagee and it shall be due and owing together with interest at the rate of twelve percent (12%) compound interest thereon computed from the date of mailing of such demand. However, such interest shall be tolled for a period not to exceed sixty (60) days, during the period in which the Mortgagor can furnish documentation and evidence, evidence to the satisfaction of the Mortgagee, that she is in the process of refinancing the real estate. In doing so she shall furnish the Mortgagee with a copy of her application for refinancing through a mortgage broker or financial institution, together with confirmation from such entity that her application is in the process of being reviewed and that the amount of financing sought is sufficient to satisfy Mortgagor's total indebtedness to Mortgagee.

In the event the Mortgagee is unable to secure refinancing within such sixty (60) day period or fails to apply for refinancing as provided herein, the Mortgagee shall have the right to declare the Mortgagee to be in further default and the real estate shall be subject to foreclosure, or at the election

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of the Mortgagee, shall be placed for sale by Mortgagor with an Indiana licensed real estate broker selected by the Mortgagee. The sale price shall be that set by the broker and the Mortgagor shall fully cooperate with the execution of all documents necessary to effect such sale and in all viewing, repair and maintenance requirements necessary to facilitate and secure the sale of the real estate.

At the closing of the refinancing or upon closing at the sale of such real estate the Mortgagee shall be entitled to receive from the proceeds of such sale the full amount of the indebtedness owed pursuant to this Mortgage, plus any costs incurred through Mortgagor's default, including, but not limited to, attorney fees and expenses and the costs of refinancing or sale, as the case may be.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor shall keep all real estate taxes and charges against the real estate current and timely paid as they become due, and will keep the buildings and structures thereon insured, by a carrier approved by Mortgagee, against fire and other casualties in the amount of \$173,000.00, with a loss payable clause in favor of the Mortgagee, and will annually and upon request furnish a certificate and declaration of such insurance to the Mortgagee. Upon the failure of the Mortgagee to pay said taxes and/or insurance, such sum may be paid by the Mortgagee and such payments by Mortgagee with twelve percent (12%) compound interest thereon, shall become a part of the indebtedness secured by this Mortgage.

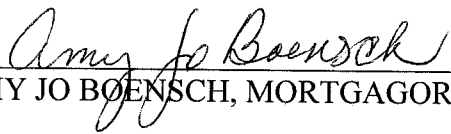
It is further expressly agreed that during the period of this Mortgage, the Mortgagor shall be solely responsible for the maintenance of such property, shall not commit waste upon such real estate and shall keep all fixtures, appliances, plumbing, electrical and HVAC equipment in serviceable and working order.

Mortgagor shall furnish to Mortgagee a copy of all real estate tax notices issued by Lake County, Indiana, within five (5) days of the receipt thereof and shall timely pay each such real estate tax billing notice as due. It shall be the further responsibility of the Mortgagor to furnish the Mortgagee with a copy of the receipt, or other proof of payment acceptable to Mortgagee, for each such real estate tax payment. In addition to any other remedy provided herein, any failure on the part of the Mortgagee to timely pay real estate taxes or provide insurance shall be treated as a default of the Promissory Note secured by this Mortgage and the Mortgagee shall have the right to declare Mortgagor to be in default and to institute foreclosure proceedings thereon. In such event any attorney fees and costs of the Mortgagee shall be the responsibility of and be paid by the Mortgagee and shall become a part of the indebtedness secured by this Mortgage.

This Mortgage agreement may not be assigned by the Mortgagee and shall be construed in accordance with and governed by the laws of the State of Indiana.

It is intended that each paragraph of this Mortgage agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have hereunto set their hands and seals this 27th day of August, 2015.


AMY JO BOENSCH, MORTGAGOR


NICK RUGGERI, MORTGAGEE

STATE OF INDIANA
COUNTY OF LAKE

SS:

BEFORE ME, the undersigned, a *NOTARY PUBLIC* in and for said County and State, this 27th day of August, 2015, personally appeared AMY JO BOENSCH and NICK RUGGERI and acknowledged the execution of the foregoing Real Estate Mortgage as their separate, free and voluntary act.

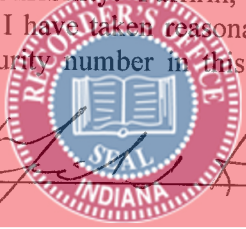
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Resident of Lake County
My Commission Expires: April 16th, 2016


Susan Osburn, *NOTARY PUBLIC*

Redaction Responsibility: 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.



PREPARED BY:

J. Michael Katz - GOODMAN KATZ & SCHEELE
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