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# MORTGAGE AGREEMENT

**THIS MORTGAGE AGREEMENT** (the "Mortgage") is made and entered on September 10, 2015 by and between Roman Cerda and Ignacio Cerda, (the "Mortgagor") of 1323 170th Street, Hammond, IN 46324 and Real Estate Holdings LLC, (the "Mortgagee") of 55 E Monroe Street, Chicago, Illinois 60603 which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$43,986.85 together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

**IN CONSIDERATION OF** the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 1323 170th Street in the City of Hammond, County of Lake, in the State of Indiana, with the following legal description:

**The West 40 feet of Lot 9 in South Fields Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 14 page 13, in the Office of the Recorder of Lake County, Indiana**

### PAYMENT OF SUMS SECURED.

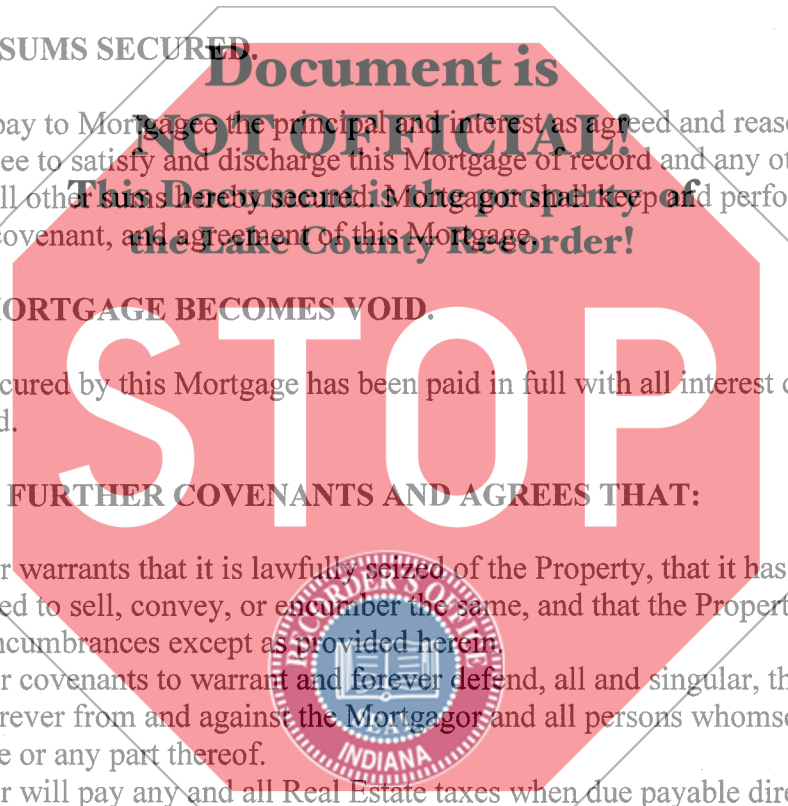
Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

### WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

### MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will pay any and all Real Estate taxes when due payable directly to Lake County Assessor's office in Lake County, Indiana. Mortgagor understands that lender will not be responsible for any taxes or insurance and if any insurance or real estate taxes are not paid, mortgagor will be in default.
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the



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Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.

g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.

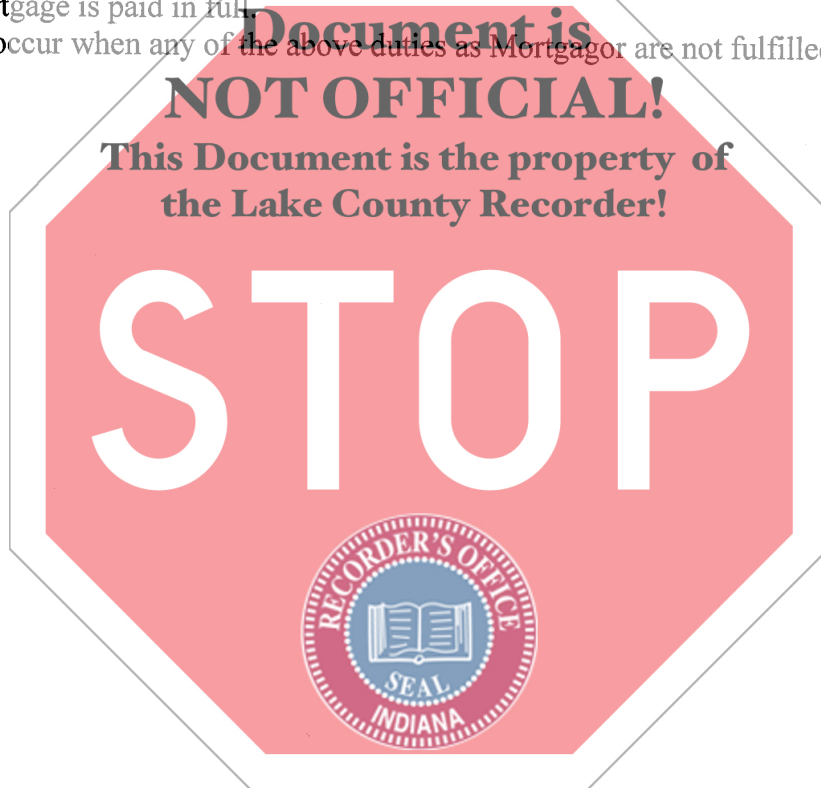
h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.

i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

J. This mortgage is considered a business loan because property is not habitable and requires significant repairs.

k. Mortgagor will assure property is insured and name Mortgagee as additional insured at all times until mortgage is paid in full.

l. Default will occur when any of the above duties as Mortgagor are not fulfilled.



LJC  
XRC

**Mortgagor Signature:**

DATED: 9/10/15

Ignacio Cerda  
Ignacio Cerda

STATE OF IL,  
COUNTY OF Cook SS:

Before me, a Notary Public in and for said County and State, personally appeared Ignacio Cerda who acknowledged execution of the foregoing Document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10 day of September, 2015.

My commission expires:  
1/29/18

Signature: Matthew Larimore  
Printed Name: Matthew Larimore



**Mortgagor Signature:**

DATED: 9-10-15

Roman Cerda  
Roman Cerda

STATE OF IL,  
COUNTY OF LAKE SS:

Before me, a Notary Public in and for said County and State, personally appeared Roman Cerda who acknowledged execution of the foregoing Document for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of September, 2015.

My commission expires:  
9/24/18

