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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 072812

2015 OCT 28 AM 11:00

MICHAEL B. DROWN
RECORDER

Prepared by and Return to:
Richard A. Zunica
162 Washington Street
Lowell, IN 46356

MORTGAGE

This mortgage made and entered into this 22ND day of October, 2015, by and between Pajoe Holdings, LLC, (hereinafter referred to as mortgagor) and Randall L. Santy and Susan H. Santy, husband and wife, (hereinafter referred to as mortgagee).
WHOSE ADDRESS IS PO BOX 365 LOWELL IN 46356

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Lake, State of Indiana.

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

PIN: 45-19-23-378-017.000-008 and 45-19-23-378-018.000-008
COMMON ADDRESS: 111 HALSTED STREET, LOWELL, INDIANA 46356

NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100
21717



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to mortgage said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 22, 2015 in the principal sum of \$108,000.00 signed by the mortgagor.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

AMOUNT \$ 24.00
CASH _____ CHARGE _____
CHECK # 2414
OVERAGE _____
COPY _____
NON-COM _____
CLERK M. Z

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonable incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

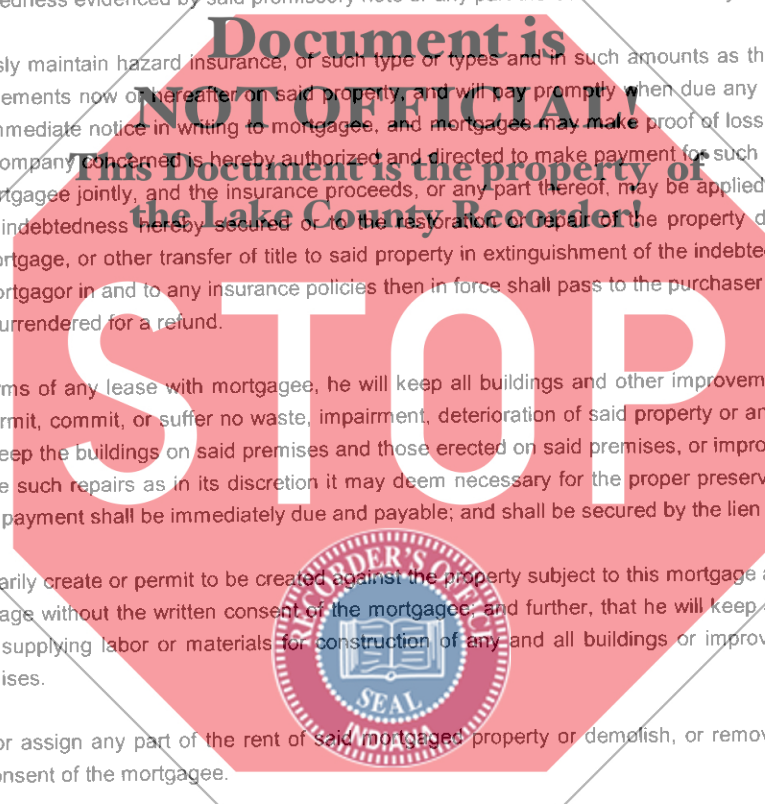
e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. Subject to the terms of any lease with mortgagee, he will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.



j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale; or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable

attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.


7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

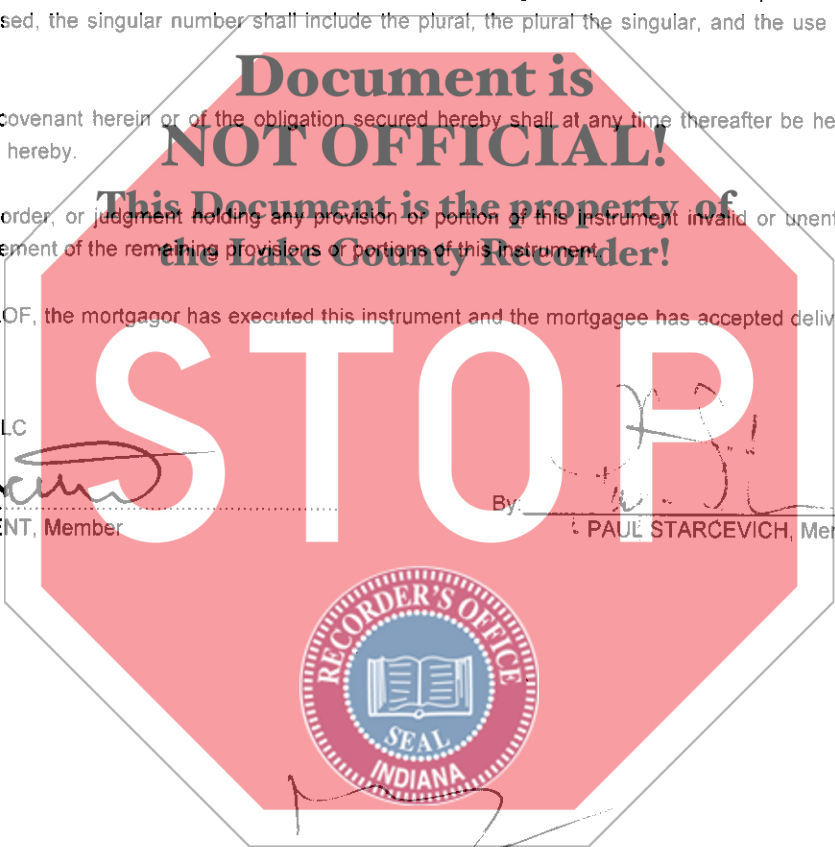
9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

PAUJOE HOLDINGS, LLC

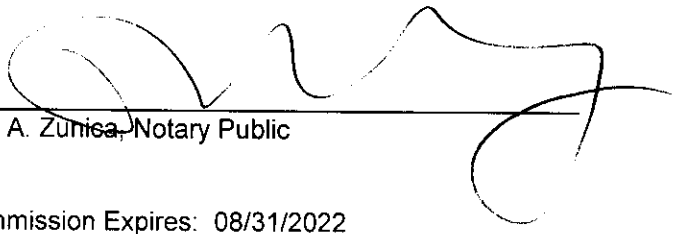
By: 
JOSEPH YOTHMENT, Member

By: 
PAUL STARCEVICH, Member



STATE OF INDIANA)
)
COUNTY OF LAKE)

On this 22nd day of October, 2015, before me the undersigned a Notary Public in and for said County and State personally appeared JOSEPH YOTHMENT, Member and PAUL STARCEVICH, Member of Paujoe Holdings, LLC and acknowledged the execution of the foregoing instrument as his free and voluntary act.


Richard A. Zunica, Notary Public

My Commission Expires: 08/31/2022
(Notarial Seal)



PARCEL I: PART OF LOT 15 IN THE RESUBDIVISION OF THE WEST 26 FEET OF HALSTED STREET AND LOTS 8 TO 15, INCLUSIVE (EXCEPT THE WEST 26 FEET THEREOF) OF HALSTED'S FIFTH ADDITION TO THE TOWN OF LOWELL, AS PER PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 24, 1894 IN PLAT BOOK 3 PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING THAT PART LYING EAST OF THE EASTERLY BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM HORATIO J. NICHOLS, ET AL, TO THE INDIANAPOLIS, DELPHI AND CHICAGO R.R. CO., DATED MARCH 30, 1875 AND RECORDED NOVEMBER 25, 1887 IN DEED RECORD 43 PAGE 363, WHICH EASTERLY BOUNDARY LINE IS DESCRIBED IN SAID DEED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN; THENCE SOUTH 43 DEGREES 30 MINUTES EAST, 17 CHAINS 12 LINKS TO THE CENTER OF THE HIGHWAY, NOW KNOWN AS COMMERCIAL AVENUE.

PARCEL II: PART OF LOT 31 IN HALSTED'S 3RD ADDITION TO LOWELL, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 522, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING THAT PART LYING WEST OF THE WEST LINE OF HALSTED STREET AND NORTH OF THE NORTH LINE OF WASHINGTON STREET AS BOTH STREETS ARE NOW LOCATED.

PARCEL III: PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF LOWELL, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 7, AS SHOWN ON THE PLAT OF LEGAL SURVEY FILED IN THE OFFICE OF THE COURT SURVEYOR OF LAKE COUNTY, INDIANA, IN PLAT BOOK 6 PAGE 40 AND BOOK 7 PAGE 86; THENCE NORTH 43 DEGREES 30 MINUTES WEST, 8.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 43 DEGREES 30 MINUTES WEST, 39.47 FEET; THENCE SOUTH 1 DEGREE 46 MINUTES WEST, 27.44 FEET; THENCE SOUTH 79 DEGREES 25 1/2 MINUTES EAST, 28.5 FEET; THENCE NORTH 0 DEGREES 1/2 MINUTE EAST, 43 FEET TO THE POINT OF BEGINNING.

ALSO A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN CLARK'S ADDITION TO LOWELL; THENCE WEST ALONG THE ORIGINAL CENTER LINE OF COMMERCIAL AVENUE 557 FEET; THENCE NORTH 120 FEET; THENCE WEST 20 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 15 IN THE RESUBDIVISION OF THE WEST 26 FEET OF HALSTED STREET AND LOTS 8 TO 15, INCLUSIVE (EXCEPT THE WEST 26 FEET THEREOF) OF HALSTED'S FIFTH ADDITION TO LOWELL, AS PER PLAT OF SAID RESUBDIVISION THEREOF, RECORDED OCTOBER 24, 1894 IN PLAT BOOK 3 PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 15, TO A POINT IN THE EASTERLY BOUNDARY LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM HORATIO J. NICHOLS, ETAL, TO THE INDIANAPOLIS, DELPHI, AND CHICAGO R.R. CO., DATED MARCH 30, 1875 AND RECORDED NOVEMBER 25, 1887 IN DEED RECORD 43 PAGE 363, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTHEASTERLY ALONG SAID LINE TO A POINT DESIGNATED AS CORNER NUMBER 7 ON THE PLAT OF LEGAL SURVEY, FILED IN THE OFFICE OF THE COURT SURVEYOR OF LAKE COUNTY, INDIANA, IN PLAT BOOK 6 PAGE 40 AND BOOK 7 PAGE 86; THENCE NORTH ALONG THE WEST LINE OF HALSTED STREET, TO THE POINT OF BEGINNING.