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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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REAL ESTATE MORTGAGE MICHAEL D. BROWN
RECORDER

WENDY BOJORQUEZ, whose address is 5021 Baring Avenue, East Chicago, Lake County, Indiana ("Mortgagor"), mortgages and warrants to **JOE VASQUEZ**, whose address is 1550 A Avenue Northeast, Cedar Rapids, IA 52402 ("Mortgagee"), the real estate in East Chicago, which is commonly known as 5017 Baring Avenue, East Chicago, Indiana, which is legally described as Exhibit A, which is attached hereto and incorporated herein, together with all improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter collectively referred to as the "Real Estate").



This Mortgage is given to secure:

- (a) the payment of a Promissory Note dated as of the date hereof, drawn by Mortgagor, to the order of Mortgagee, in the principal amount of \$35,000.00 (the "Note"), together with all other amounts payable thereunder; and
- (b) the performance by Mortgagor of all covenants, agreements, promises, payments, and conditions contained in this Mortgage.

Mortgagor, for itself and its successors and assigns, covenants and agrees with Mortgagee and their successors and assigns, as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any charges provided in the Note and all other sums secured by this instrument.

2. **Default.** If there is a default in the payment or performance of any indebtedness hereby secured, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor or otherwise with respect to the Real Estate, then the Real Estate will be subject to foreclosure of this Mortgage, and Mortgagee, if it elects to foreclose the same, will become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor will pay to Mortgagee, as additional amounts due hereunder, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of his rights under this Mortgage or under the Note or otherwise with respect to any obligations secured by this Mortgage.

Upon the occurrence of any such default, and/or upon any failure to make full and timely payment of any amounts payable under or with respect to the Note, then at the option of Mortgagee this Mortgage and the Note and/or other indebtedness it secures will become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever. It shall not be a default, allowing

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Mortgagee to foreclose on Mortgagor until Mortgagor is behind 90 days or more on any payment due hereunder or under the Note.

3. **Condition and Use of Real Estate.** All uses of the Real Estate will be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

Mortgagor agrees to maintain and preserve the Real Estate and will not allow the Real Estate to deteriorate or commit waste on the Real Estate. Unless it is determined that repair or restoration is not economically feasible (by Mortgagee), Mortgagor shall promptly repair the Real Estate if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Real Estate, Mortgagor will be responsible for repairing or restoring the Real Estate only if Mortgagee has released proceeds for such purposes. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed.

4. **Taxes, Assessments, and Liens.** Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate when due and will not allow any such items to attain priority over this Mortgage. Failure of Mortgagor to do so will result in an Event of Default under the Note and this Mortgage. Additionally, if Mortgagor fails to pay any taxes relating to the Real Estate on a timely basis, Mortgagee, at its option, may require that an escrow for taxes will be set up, and monthly payments will be made by Mortgagor to Mortgagee, in an amount determined by Mortgagee to be sufficient to pay said taxes to Lake County, Indiana when due.

5. **Insurance.** Mortgagor will maintain insurance with respect to the Real Estate, which insurance will insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage." The insurance will be in a sum not at any time less than the amount secured hereby. Mortgagor's insurance policy will include Mortgagee as a named insured.

Mortgagor will pay all premiums for all such insurance. If Mortgagor fails to maintain insurance as required hereby, Mortgagee may obtain insurance coverage, at Mortgagor's expense. Mortgagee is under no obligation to purchase any particular type of coverage. In the event of a loss, Mortgagor will provide prompt notice to Mortgagee.

6. **Inspection.** Mortgagee and their agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee will give Mortgagor notice at the time of or prior to an inspection.

7. **Performance by Mortgagee.** If Mortgagor fails to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, or if Mortgagor otherwise fails to take any action required hereunder, then Mortgagee at its option may do so, and its expenditures for any such purpose will be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, will become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount will be immediately due and payable and will bear interest from the date of disbursement at the rate stated in the Note unless collection from

Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount will bear interest at the highest rate which may be collected from Mortgagor under applicable law. Nothing contained in this paragraph 7 will require Mortgagee to incur any expense or take any action hereunder.

8. **Limitation on Waivers.** Mortgagee at his option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release will effect 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 Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of his rights hereunder will preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of his rights because of one default will preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

9. **Transfer of Interests.** In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note and/or other indebtedness it secures will become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

10. **Notices.** All notices under this Mortgage will be in writing and will be personally delivered or sent by certified mail, return receipt requested. Notices will be deemed to have been given when personally delivered or when deposited in the United States mail, with all postage prepaid. Notices hereunder to Mortgagor will be given at the Real Estate or such other address as Mortgagor designates by notice to Mortgagee. Notices hereunder to Mortgagee will be given at the address of Mortgagee listed on the first page hereof or any other address Mortgagee designates by notice to Mortgagor.

11. **Governing Law.** This Mortgage will be governed by federal law and the law of the State of Indiana. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

12. **Rights of Mortgagee upon Acceleration.** Upon acceleration under paragraph 2 or abandonment of the Real Estate, Mortgagee (by judicially appointed receiver) will be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver will be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

13. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee will deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

EXHIBIT A

LEGAL DESCRIPTION

Lot 37 in Block 3 in Subdivision of the East 1510.2 feet of the Northwest Quarter of Section 32, Township 37 North, Range 9 West of the 2nd P.M., except the East 201 feet thereof, in the City of East Chicago, as shown in Plat Book 2, Page 16, in the Office of the Recorder of Lake County, Indiana.

More commonly known as: 5017 Baring Avenue
East Chicago, IN 46312

