

FIRST REAL ESTATE MORTGAGE

RP

Calli Dado

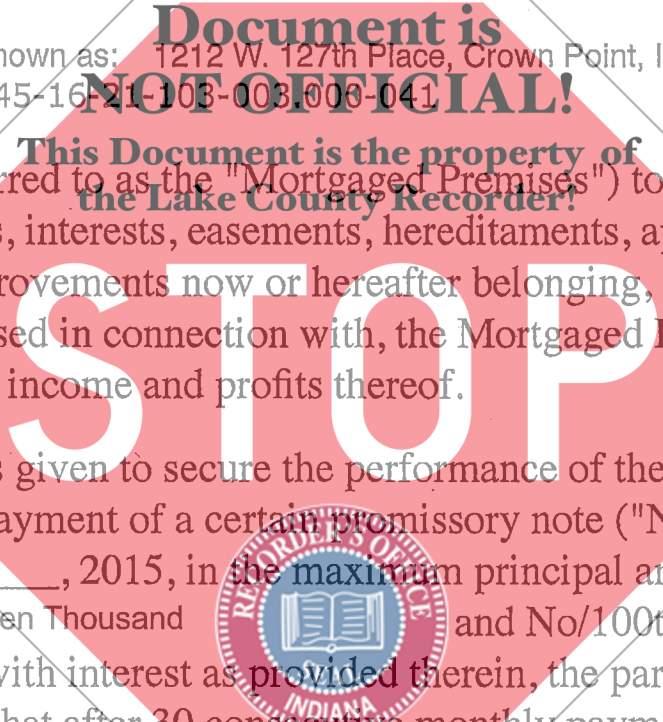
THIS INDENTURE WITNESSETH, That **ROBERT JASON DADO** (hereinafter "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to THE **GEORGE W. HEINTZ LIVING TRUST U/W/A DTD. 22 JUNE 2005**, (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

as husband & wife as tenants in the entirety,

Lot 23, Holiday Creek Unit No. 4, as shown in Plat Book 40, Page 83, in Lake County, Indiana.

Commonly known as: 1212 W. 127th Place, Crown Point, IN, 46307
Parcel No.: 45-16-21-103-003-003-041

2015 073550



(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 ("Note") dated 10-28-, 2015, in the maximum principal amount of Three Hundred Fifteen Thousand and No/100ths. Dollars (\$315,000.00) with interest as provided therein, the parties acknowledging that after 30 consecutive monthly payments of 1750.00 the entire remaining principal balance shall be due and payable as a balloon payment with a final maturity date of 10-28-2017, 2017, provided Mortgagor has performed all requirements of said Note in a proper and timely manner. Mortgagor shall have the right to make prepayment of principal in any amount without penalty.

Said principal and interest are payable as follows:

Monthly Payment: \$ 1750.00, due 1st day of each calendar month, late penalty of \$ 275.00

non-com
M-E
\$2300
ITNOK#
24322

Return to
INDIANA TITLE NETWORK COMPANY
325 N. MAIN STREET
CROWN POINT, IN 46307
2015-50092-02

after 10th of month

Term: 30 Months, balloon payment of all
unpaid principal due upon date of 30th.
monthly payment

The Promissory Note secured by this Mortgage provides that the unpaid balance of principal shall bear annual simple interest, payable by monthly installment at the rate of 0.00% per annum, and as provided therein, principal and accrued interest shall be payable in full and upon demand of Mortgagee payable upon the earlier of default in the provisions of said Note, sale of secured real property, or 30 months after making of said Note.

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 this mortgage without relief from valuation and appraisal laws, and with any and all attorney fees incurred by reason of Mortgagor's default herein.

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 15 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 operating condition, and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm, water damage, 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 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 Mortgagee shall constitute a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve percent (12%) 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.

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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 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 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.

IN WITNESS, WHEREOF, the Mortgagor has executed this mortgage this 28 day of October 2015.

MORTGAGOR:

Robert Jason Dado Calli Dado
ROBERT JASON DADO

STATE OF INDIANA) SS:

COUNTY OF LAKE)



Document is NOT OFFICIAL!

Before me, a Notary public in and for said County and State, personally appeared **ROBERT JASON DADO** who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 28 day of October, 2015.

STOP

Jolene Kratochvil
Jolene Kratochvil, Notary Public

My Commission Expires: 11-13-21

County of Residence: Lake

This instrument was prepared by Marc H. Donaldson, #4709-45, Attorney at Law.

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.

Jolene Kratochvil
Jolene Kratochvil