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REAL ESTATE MORTGAGE

This indenture witnesseth that **EZ Property Solutions, LLC**, of **Lake County, Indiana**, as **MORTGAGOR**,
MORTGAGES AND WARRANTS

to **KCU Enterprise LLC, 11615 Buckboard Lane, Harlan, IN 46743** as **MORTGAGEE**, following
real estate in **Lake County, State of Indiana**, to wit:

The Northerly 100 feet of Lot 8 and part of Lot 9, all in Block 27, in Earle and Davis Addition to Hobart, as per plat thereof, recorded in Miscellaneous Record "A" Page 486, in the Office of the Recorder of Lake County, Indiana, said part of Lot 9 being described as follows: COMMENCING at the Northeast corner of said Lot 9 and running thence Southerly along the Easterly line of said Lot, 90 feet; thence Westerly at right angles 9 feet; thence Northerly parallel with the East line of said Lot 9, a distance of 90 feet; thence Easterly at right angles 9 feet to the place of beginning.

Commonly known as 809 Georgiana Street, Hobart, IN 46342

and the rents and profits therefrom, to secure the payment of the principal sum of ~~Sixty-Five Thousand and 00/100 Dollars, (\$65,000.00)~~, when the same shall become due, of all sums due and owing the mortgagor pursuant to the terms of a certain Equity Participation Promissory Note of even date. The Note contains terms of a division of the net profit from any sale.

Mortgagor warrants and agrees to defend the title to the Property, subject to validly existing easements, rights-of-way, and prescriptive rights of record, all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in person other than Mortgagor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, 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 will keep all legal taxes, charges and property owner's association dues against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing. Mortgagee shall be named as a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving Mortgagee 14 days written notice. Mortgagee shall have the right to inspect the premises upon giving Mortgagor 24 hours written notice.

The undersigned person executing this mortgage on behalf of **EZ Property Solutions, LLC**, represents and certifies that he or she is a duly elected officer of **EZ Property Solutions, LLC**, and has been fully empowered, by proper resolution of the Board of Directors of **EZ Property Solutions, LLC**, to execute and

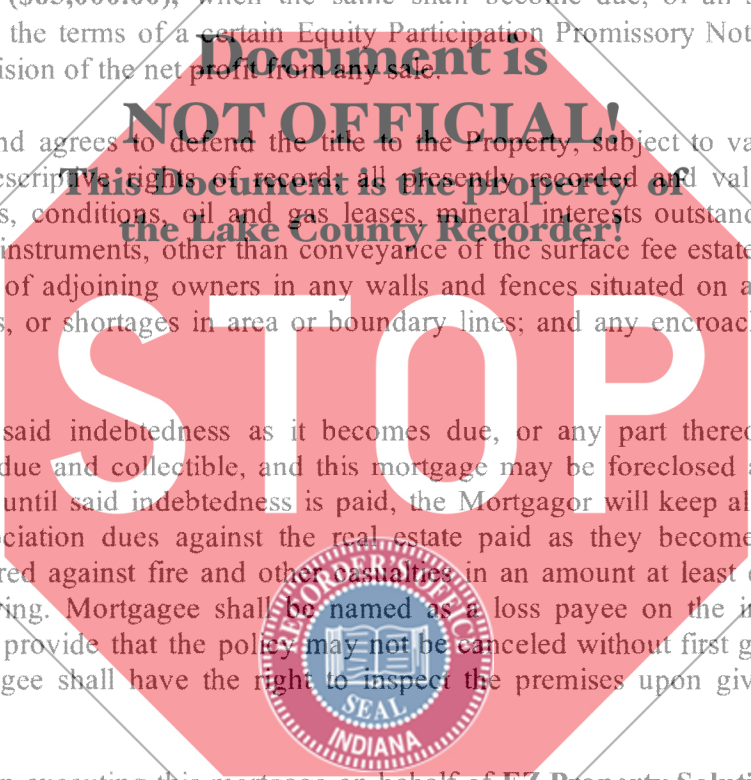
Initials

MS

Return to:
INDIANA TITLE NETWORK COMPANY
325 N. MAIN STREET N/A 2015-56630-02
CROWN POINT, IN 46307
↑

17.
itnck
#24422
DN
Now - now

2016 000138
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2016 JAN -4 9:32:26
MICHAEL B. BOONAN
RECORDER



deliver this deed; that **EZ Property Solutions, LLC**, has full corporate capacity to mortgage the real estate described herein; and that all necessary corporate action for the making of such mortgage has been taken and done.

IN WITNESS WHEREOF, EZ Property Solutions, LLC, has caused this mortgage to be executed this **16th** day of **December, 2015**.

EZ Property Solutions, LLC,



Wayne Sheaffer (President)

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **Wayne Sheaffer** who having been duly sworn, stated that he is **President** of **EZ Property Solutions, LLC**, who acknowledged the execution of the foregoing Mortgage for and on behalf of said **EZ Property Solutions, LLC**, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 16th day of December, 2015.

MY COMMISSION EXPIRES:

June 26, 2023

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

HEATHER M. BOWSER
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Jun 11 2023

Heather M. Bowser
Heather M. Bowser
Notary Public
A Resident of Lake County

This Instrument Prepared By: **Karla Ueber**
11615 Buckboard Lane, Harlan, IN 46743
Our file No. **809 Georgiana Street, Hobart, IN 46342**

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO RECHECK EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Andrea Armstead



Initials

