2016 040409

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2016 JUN 30 AM 8: 40

MICHAEL B. BROWN RECORDER

Document Prepared by After recording, return to: STEVE HASSELL 4613 JEFFERSON AVENUE OGDEN UT 84403

## Document is NOT OFFICIAL!

## This Diviner is the property of the Lake County Recorder!

This Mortgage is made by Mountain Prime 2016, LLC, a Utah Limited Liability Company with an address of 3138 North 1250 West, Pleasant View UT 84414, ("Mortgagor"), to STEVE HASSELL with an address 4613 JEFFERSON AVENUE, OGDEN UT 84403 ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$27,118.09 payable as provided in a certain promissory note dated March 31, 2016. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor here by mortgages and conveys to Mortgagee all the following real estate:

The land reference herein below is situated in the County of Lake, State of Indiana, and is described as follows:

Lot 3 in Block 4 in the E.H. Lewis' Grand Park Subdivision in the City of Hammond, as per plat thereof, recorded in Plat Book 24 Page 78, in the Office of the Recorder of Lake County, Indiana.

Tax Parcel No. 45-07-10-379-013.000-023
PROPERTY ADDRESS: 7116 Grand Avenue – Hammond IN 46323

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

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Mortgagor covenants with Mortgagee that:

- 1. Mortgagor will promptly pay the above indebtedness when due;
- 2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
- 3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
- 4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair. IIII ent 15
- 5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee: This Document is the property of
- 6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;
- 7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
- 8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
- 9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

| Executed this 31 day of March   | , 2016.                                     | en de la companya de<br>La companya de la companya de |
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|   | Mountain Prime 2016,<br>By NATE MUELLER, Ma |  |
| STATE OF UTAH)  | ument is                                    | en termeger<br>en telefo<br>en de de d   |
| COUNTY OF WEBER) NOT C  | FFICIAL                                     | !  |
| This Docume   | nt is the propert                           | ty of  |
| on May the Lake of Mountain instrument, who duly acknowledged to me said limited liability company. |   | ner(s) of the foregoing  |
| Notary Public   |   | SANDI COLLINGS OMMISSION # 676799 Y COMMISSION EXPIRES: 04-18-2018   |
| I certify that this mortgage was prepared by N  | TE MUELLER managing                         | member of Mountain Prime 2016  |
| LLC one of the parties to this transaction.   | SEAL WOIANA WINE                            |  |
| NATE MUELLER  |   |  |