

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 048775

2016 AUG -2 AM 8:59

MICHAEL B. BROWN
RECORDER

REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH that **BRIAN BOOMSMA and MARIELLEN BOOMSMA, Husband and Wife**, as Mortgagor, Mortgage and Warrant to **MARY JEAN BOOMSMA** as Mortgagee, the following described real estate in Lake County, State of Indiana, to wit:

PART OF LOT 11 AND PART OF LOT 12 IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT ONE, A PLANNED UNIT DEVELOPMENT IN THE TOWN OF SCHERERVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53, PAGE 79, WHICH PARTS OF SAID LOTS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 11 (ALSO BEING THE WESTERLY LINE OF WILDERNESS DRIVE IN SAID UNIT 1), ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 330.00 FEET; AN ARC DISTANCE OF 10.00 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 70 DEGREES 40 MINUTES 12 SECONDS WEST, A DISTANCE OF 204.667 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11, WHICH POINT LIES 18.277 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 23 DEGREES 11 MINUTES 55 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOTS 11 AND 12, A DISTANCE OF 192.502 FEET TO A POINT OF DEFLECTION IN THE WESTERLY LINE OF SAID LOT 12; THENCE SOUTH 47 DEGREES 00 MINUTES 35 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 5.394 FEET; THENCE NORTH 49 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 225.235 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 12 (WESTERLY LINE OF WILDERNESS DRIVE) WHICH POINT LIES 43.197 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 12 AS MEASURED ALONG THE WESTERLY LINE OF WILDERNESS DRIVE; THENCE NORTHWESTERLY, ALONG THE EASTERLY LINE OF SAID LOTS 11 AND 12 (WESTERLY LINE OF WILDERNESS DRIVE), ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 119.591 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 45-11-06-426-007.000-036

which is commonly known as **506 Wilderness Drive, Schererville, Indiana** (the "Premises"); and the rents and profits therefrom, to secure the payment, when the same shall become due of a promissory note in the sum of Five Thousand Dollars (\$5,000.00) of even date herewith.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said Premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said Premises herein insured against loss or damage by fire, windstorm and extended coverage in an amount at least equal to the remaining loan balance with

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such insurers as may be approved by Mortgagee as a further security for said indebtedness. The insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee to be delivered to the possession of Mortgagee to be held continuously through the period of the existence of said indebtedness or any portion thereof. It is further expressly agreed that until said indebtedness is paid, the Mortgagor shall keep all taxes and charges against the Premises paid as they become due, and, failing to do so, the Mortgagee may pay said taxes and the amount so paid, with interest thereon, shall become part of the indebtedness secured by this mortgage. In the event Mortgagor fails to pay all taxes and charges, Mortgagee shall be entitled to pay such taxes and charges and may add the amount paid to the principal balance of this note or may immediately collect the funds on demand from Mortgagor. A failure to reimburse such advanced funds after thirty (30) days shall be an act of default hereunder.

2. To exercise due diligence in the operation, management, and occupation of said Premises and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said Premises; and to keep said Premises and improvements thereon in their present condition and repair, normal wear and ordinary depreciation excepted. Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said Premises. Mortgagee shall have the right to inspect said Premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the Premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or their assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. The sale or transfer by Mortgagor of all or any portion of his interest in the Premises shall constitute an automatic default of the terms of this mortgage and the note it secures and upon such event the entire balance shall be immediately due and payable.

5. In case any part of the Premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the Premises so appropriated shall be paid to the Mortgagee to reduce the note.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable and after fifteen (15) days written notice of such default, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said Premises, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to purchase foreclosure minutes at the expense of Mortgagor to show the condition of the title at the date of said default and which sums necessarily spent

for such foreclosure minutes for the said Premises, together with interest thereon at the rate of eight (8%) per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said Premises pursuant to said foreclosure by the holder thereof, the minutes and any supplement thereto shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said Premises, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said Premises, as well as upon all heirs, executors, administrators of the Mortgagor or his successors in ownership.

10. The terms of the note which this mortgage secures are incorporated herein by reference.

Date: 7/21/16

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Brian Boomsma
STATE OF INDIANA
COUNTY OF LAKE

Mariellen Boomsma
Mariellen Boomsma

STOP

Before me, the undersigned, a Notary Public in and for said County and State, this 21ST day of JULY, 2016, personally appeared Brian Boomsma and Mariellen Boomsma, husband and wife, and acknowledged the execution of the foregoing Mortgage, and who, having been duly sworn, stated that the representations therein contained are true. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Kurt R Gilbertsen

, Notary Public

My Commission Expires: 5-14-17
Resident of WILL County

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. /s/ William I. Fine

This instrument prepared by William I. Fine, Attorney at Law, 2833 Lincoln Street, Highland, Indiana 46322.

Mail Document to: William I. Fine, Attorney at Law, 2833 Lincoln Street, Highland, Indiana 46322.

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