

# Real Estate Mortgage

This Indenture Witnesseth, That Antwi Coffee and Deshelon Hicks  
Mortgagor

of Gary, Lake County, in the State of Indiana

Mortgage and Warrant to Annie D. Williams, Mortgagee

of Lake County, in the State of Indiana, the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

With Legal Description:

Lots 37, 38 and the South 4 feet of Lot 36, Block 7, in Williams  
son's Subdivision, in the City of Gary, as per plat thereof  
recorded in Plat Book 19, page 1, in the Office of the Recorder  
of Lake County, Indiana.

Common Address, 205 59 Vermont Street, Gary, Indiana  
Tax Key Number: 45-08-10-457-006.000-004

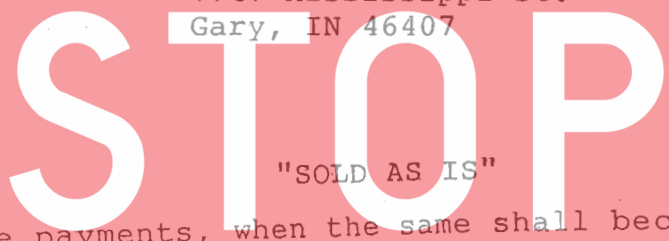
2016 057424

2016 AUG 24 PM 9:29  
MICHAEL J. BROWN  
RECORDER

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Mail Tax Statement to Antwi Coffee and Deshelon Hicks  
1747 Mississippi St.  
Gary, IN 46407



To secure the payments, when the same shall become due, of  
the following indebtedness of even date herewith: Promissory  
Note in the sum of Forty Two thousand Dollars\*\*\*\*\*

\$42,000.00 Dollars, which commences on the 1st day of July,  
2016 and \$400.00 on the 1st day of each month (See Addl.  
Cov.) with interest at the rate of 5.0 per cent annum com-  
puted. See Addl. Cov.

ADDITIONAL COVENANTS ATTACHED

and the mortgagor expressly agree to pay the sum of money above secured, without relief from val-  
uation or appraisal laws; and upon failure to pay any one of said notes, or any part thereof, at maturity,  
or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated,  
then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And  
it is further expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal  
taxes and charges against said premises paid as they become due, and will keep the buildings thereon in-  
sured for the benefit of the mortgagee, as interest may appear and the policy duly assigned to the  
mortgagee, to the amount of Dollars.  
and falling to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with  
per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor ha hereunto set hands and  
seal this day of \_\_\_\_\_  
Antwi Coffee (Seal) Deshelon Hicks (Seal)  
Antwi Coffee (Seal) Deshelon Hicks (Seal)

My Commission Expires: 1-24-18 Mich. Jattore  
Notary Public

This instrument prepared by Annie D. Williams

non  
com \$19,00-  
AB

## ADDITIONAL COVENANTS

### Mortgagor Further Covenants and Agrees As Follows:

Interest rate of 5.0 per cent per annum computed during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of eight per cent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisal Laws, and with attorney's fee;

- A. Also securing any renewal or extension of such indebtedness;
- B. Also securing all future advances to the full amount of this mortgage;
- C. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security of for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, against said real estate; and these payments shall constitute a trust fund out of which all future taxes, shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all building, 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 mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.
2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements and 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 such 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 his 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. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.
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 this Mortgagee.

Covenants Continue

Party's(ies') Initials \_\_\_\_\_



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, 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 an 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 real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
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 cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight 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 real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.
8. In the event of such fore closure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, 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 real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

and every month thereafter until          Paid In Full

Mortgagors to pay a late charge of 50.00 for any payments not paid on or before the 15<sup>th</sup> day of each month.

In Witness Whereof,	the said mortgagor ha	hereunto set
hands and seal this	day of	20
<u>Antwi Coffee</u>	(Seal) <u>Deshelon Hicks</u>	(Seal)
	(Seal)	(Seal)

STATE OF INDIANA, Lake COUNTY, as:

Before me, the undersigned, a Notary Public in and for said County, this 5 day of August, 2014, came Antwi Coffee and Deshelon Hicks and acknowledged the execution of the fore going instrument. Witness my hand and official seal.

My commission expires 1-24-18 Walter Jattre Notary Public

This instrument prepared by: Annie D. Williams

"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."

PREPARED BY:

Antwi Coffee