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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 059405

2016 AUG 31 AM 9: 22

MORTGAGE DEED
MICHAEL B. BROWN
RECORDER

THIS MORTGAGE DEED(the "Mortgage") is made and entered on August 10, 2016 by and between **The Mortgagor, Ion Home Solutions, Inc., a Utah Corporation**, of 613 Calle Fierros, San Clemente, CA 91673 and **The Mortgagee, Robert Gallucci 401(K) Profit Sharing Plan and Trust**, of 3288 Tempe Drive, Huntington Beach, CA 92649, which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM OF \$115,000** together with interest thereon computed on the outstanding balance, as provided in the Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property(the "Property" situated at *9731 Northcote Ave* in the City of Saint John, County of Lake, in the State of Indiana. The land referred to in this Commitment is described as follows:

LOT 69 IN VILLA PARK 3RD ADDITION, TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 41 PAGE 101, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



APN: 451132179019000035
Commonly known as: 9731 Northcote Avenue, Saint John IN 46373

PAYMENT OF SUMS SECURED

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

WHEN THIS MORTGAGE BECOMES VOID

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

AMOUNT \$ 18 -
CASH _____ CHARGE _____
CHECK # 5705
OVERAGE _____
COPY _____
NON-COM _____
CLERK R.M E

MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due and become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not to the truthfulness, accuracy, or validity of that document.

August 10, 2016
State of California
County of San Bernardino

Joy Williams
Ion Home Solutions, Inc., a Utah Corporation
By: Joy Williams, Vice President

On 8/10/16 before me,
Marissa Rodriguez Notary Public,
personally appeared Joy Williams,
who proved to me on the
basis of satisfactory evidence) to be person(s) whose
name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,
executed the instrument.

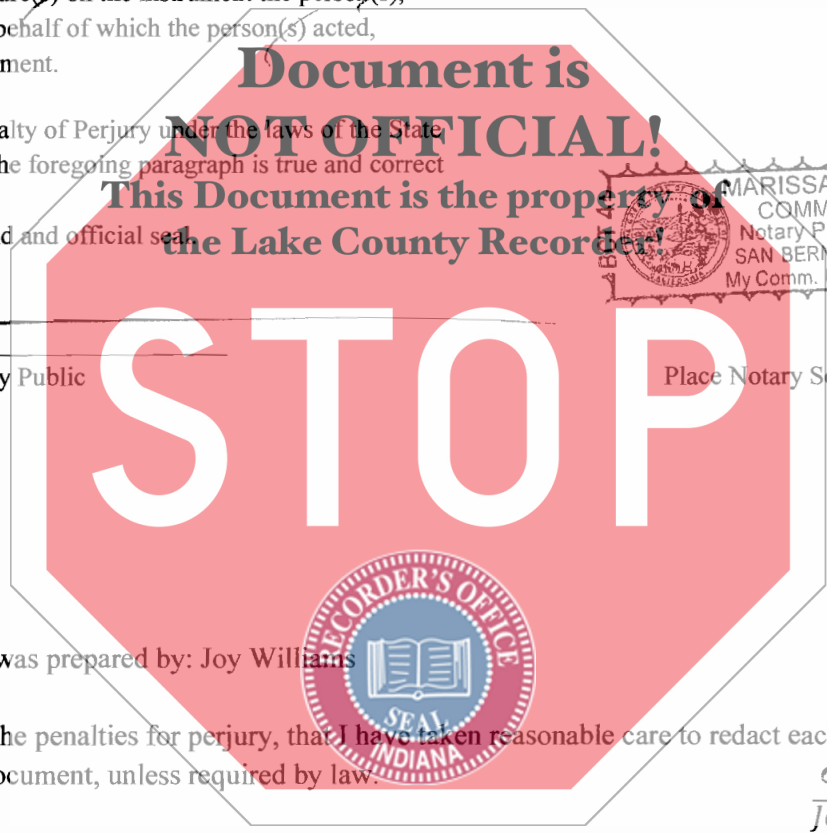
I certify under Penalty of Perjury under the laws of the State
of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

MARISSA RODRIGUEZ
COMM. #1990119
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Sep. 28, 2016

[Signature]
Signature of Notary Public

Place Notary Seal Above



This instrument was prepared by: Joy 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.

Joy Williams
Joy Williams