

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 019581

2017 MAR 27 AM 11:12

MICHAEL B. BROWN
RECORDER

Real Estate Mortgage

This Indenture Witnesseth, That Heritage Renovations LLC, (the "Mortgagor"), Mortgages and Warrants to Lucik Investments (the "Mortgagee"), the following described real estate in (See Title). Lot 9, Forest View, in the city of Hammond, IN per plat thereof, recorded in Plat Book 19, page 8, in the office of the Recorder of Lake County, Indiana

Commonly known as: 241 W 173rd, Hammond, IN

KEY # 45-06-12-381-030.000-023

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgage Premises, and all the rents, issues, income and profits thereof.



This mortgage is given to secure the performance of the provisions here and the payment of a certain JV Agreement ("Agreement") dated this 30th day of January 2017, in the principal amount of forty-two thousand dollars. (\$42,000.00), with compensation as therein provided, together with all subsequent notes for the purchase of the real estate.

Said principal and all compensation due under the Agreement are payable as follows: Borrower has promised to pay this debt in regular periodic payments and to pay all amounts due in full at closing of the sale. (if length of investment goes longer than 12 months deed in lieu of foreclosure may be exercised.)

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Agreement or in the mortgage, without relieve from valuation and appraisal laws, and with attorneys' fees.
- 2. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their

#18
Cash
GP

respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

3. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
4. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interests from the date or dates of payment at the rate of 12 percent (12.00%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
5. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Agreement, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
6. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
7. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect in any manner the personal liability of the Mortgagor to the Mortgagee.
8. **General Agreement of Parties:** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do to define, limit or construe the contents of such paragraphs.
9. **Transfer of Title or Interest Prohibited.** The Agreement and Mortgage securing it are non-transferable; any attempt to effect a transfer of title or change of interest in titleholder, in part or in entirety, shall be bold and constitute a default of the Mortgage agreement, entitling Financier to Accelerate the Agreement.

In Witness Whereof, the Mortgagor has executed this mortgage, this 30th day of January 2017

Prepared by: John Mathewson
Send to: 1804 Edison st, Schererville, IN 46375

Heritage Renovations, LLC
an Indiana liability company

**Document is
NOT OFFICIAL!**

BY:

Signature

Printed: John Mathewson, Manager

**This Document is the property of
the Lake County Recorder!**

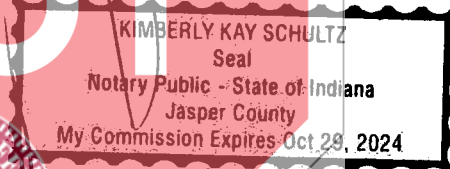
STATE OF INDIANA COUNTY OF LAKE

BEFORE ME KIMBERLY KAY SCHULTZ ON THIS 27TH DAY OF MARCH, 2017 APPREARED
JOHN MATHEWSON, MANAGER OF HERTIAGE RENOVATIONS, LLC ACKNOWLEDGED THE
EXECUTION OF THE ANNEXED MORTGAGE.

COMMISSION EXPIRES 10-29-24

COUNTY OF JASPER

KIMBERLY KAY SCHULTZ



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



KM SCHULTZ