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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 056771

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MICHAEL B. BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That **Samuel T. Smith** ("Mortgagor") MORTGAGE(S) AND WARRANT(S) to **Susan Anne Black, Trustee of The Matthew L. Black Irrevocable Trust** dated **March 5, 2013** ("Mortgagee"), whose address is 5064 Seashell Ave., Naples, FL 34103-2428; the following described real estate in Lake County, Indiana:

Lot 3 and the East 3 and 1/3 feet of Lot 4, in the Subdivision of Lots 1 to 5, inclusive, and the North 10 feet of Lot 6, in Block 1, and the South 125 feet of Lots 1 and 2, in Block 2, in Meadow Grove Addition to Hammond, as per plat thereof, recorded in Plat Book 16, page 32, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 261 Vine Street, Hammond, IN 46324

Property Number: 45-06-12-129-019-000-023 *45-06-12-129-019-000-023*

(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 Mortgaged Premises, and all of the rents, issues, income and profits thereof.

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain Balloon Installment Promissory Note ("Note") dated of even date herewith, in the principal amount of Ninety-Five Thousand and 00/100 U.S. Dollars (\$95,000.00) with interest as therein provided and with a final maturity date of August 31, 2022.

Said principal and interest are payable as stated in the Note.

The Mortgagor covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** Mortgagor shall pay when due all indebtedness secured by this Real Estate Mortgage on the dates and in the amounts, respectively, as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from Mortgagee.

(Real Estate Mortgage – Page 1 of 3)

INDO 2270

HOLD FOR GREATER INDIANA TITLE COMPANY

\$55,000

✓ #021860

[Signature]

3. Repair of the Mortgaged Premises; Insurance. Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds payable to Mortgagee and Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid. Mortgagor shall provide Mortgagee proof of payment of premiums for such insurance annually until payment is full of this Real Estate Mortgage.

4. Taxes and Assessments. Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as of when the same become due and before penalties accrue. Mortgagor shall provide Mortgagee proof of payment of said taxes annually until payment in full of this Real Estate Mortgage.

5. Advance to Protect Security. Mortgagee may, at her option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of 15 percent (15%) 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 attorneys' fees incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Real Estate Mortgage or to the Mortgaged Premises.

6. Default by Mortgagor; Remedies of Mortgagee. Upon default by Mortgagor in any payment provided herein or in the Note, or in the performance of any covenant or agreement of Mortgagor hereunder, or if Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for 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 shall become immediately due and payable at the option of Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure 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 due.

7. Non-Waiver; Remedies Cumulative. No delay by Mortgagee in the exercise of any or her rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of her rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of her rights or remedies hereunder successively or concurrently.

8. Extensions; Reductions, Renewals, Continued Liability of Mortgagor. Mortgagee at her option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of Mortgagor if Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction, or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner of the personal liability of Mortgagor to Mortgagee.

9. **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 Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and feminine form shall mean and apply to the masculine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and not to define, limit, or construe the contents of such paragraphs. This Real Estate Mortgage and the Note secured thereby shall be interpreted under the laws of Indiana.

IN WITNESS WHEREOF, **Samuel T. Smith** has executed this Real Estate Mortgage on this

9th day of August, 2017.

Signature: [Signature]
Samuel T. Smith

State of Indiana

County of Lake

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Samuel T. Smith** and acknowledged the execution of the foregoing Real Estate Mortgage, and who, having been duly sworn upon his oath, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 9 day of August, 2017.

BRENDA SOHOVICH
Notary Public - Seal
State of Indiana
Porter County
My Commission Expires Nov 5, 2022

Notary's Signature: [Signature]

Notary's Printed Name: Brenda Sohovich

Notary's County of Residence: Porter

Notary's Commission Expires: 11/5/2022



After recording return to and Mailing Address of Mortgagee: Susan Anne Black, Trustee
5064 Seasheil Ave.
Naples, FL 34103-2428

This instrument was prepared by Susan Anne Black, Trustee.
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. Susan Anne Black, Trustee