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MICHAEL B. BROWN
RECORDER

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REAL ESTATE MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Section 13. Certain rules regarding the usage of words used in this document are also provided in Section 11.

- (A) "Security Instrument"** means this document, which is dated: **November 15, 2017**
- (B) "Mortgagor"** is: **RUBICELIA ROMAN**
whose address is: **4707 HENRY AVE
HAMMOND IN 46327**
- (C) "Borrower"** is: **MARICELA GARCIA**
whose address is: **6430 MONROE AVE
HAMMOND IN 46324**
- (D) "Lender"** is: **RUBICELIA ROMAN**
whose address is: **4707 HENRY AVE
HAMMOND IN 46327**

\$55,000

CASH JTB

(E) **"Note"** means the promissory note signed by Borrower as promisor and Mortgagor, and dated: **NOVEMBER 15, 2017.**

The Note states that Borrower owes Lender the following sum:

Fifty Five Thousand Dollars and 00/100 (U.S. \$55,000) plus interest.

Borrower has promised to pay this debt in full in the form of a balloon payment upon the sale of the Property.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Applicable Law"** means all controlling applicable federal, State of Indiana, and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) **"Successor in Interest of Mortgagor"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or Mortgagor's obligations under this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under the Note and Mortgagor's covenants and agreement s under this this Security Instrument. For this purpose, Mortgagor does hereby grant, bargain, convey, mortgage and warrant to Lender and Lender's successors and assigns

the following described property located in the County of Lake, in the State of Indiana:

Legal Description:

Part of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 36 North, Range 10, West of the 2nd P.M., beginning at a point 309.2 feet North of the Southeast Corner thereof, said point being the Southeast Corner of Jacob W. Kuhlman Addition to Hammond, as shown in Plat Book 22, Page 21, in Lake County, Indiana; thence West along the South Line of Jacob W. Kuhlman Addition 165.78 feet, more or less to the East Line of an alley dedicated by the Plat of August Schreiber's Addition to Hammond, as shown in Plat Book 11, Page 15, in Lake County, Indiana; thence South along the East Line of said alley a distance of 50 feet; thence East on a line parallel to aforesaid South Line of Jacob W. Kuhlman Addition a distance of 165.78 feet, more or less, to the East Line of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 1; thence North 50 feet to the point of beginning, in the City of Hammond, Lake County, Indiana

which currently has the address of: 6430 MONROE AVE, HAMMOND IN 46324

and is assessed for real estate taxes as Parcel Number(s):

45-06-01-480-017,000-003

together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR COVENANTS that mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, bargain, convey, mortgage and warrant the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor, Borrower, and Lender covenant and agree as follows:

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future; however, if accepted, Lender is obligated to apply such payments at the time such payments are accepted. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2 and in the Note, incorporated herein by reference, all payments accepted and applied by Lender shall be applied in the order of priority as stated in the Note. Any remaining amounts shall be applied first to late charges, if any, and then to reduce the principal balance of the Note.

3. Charges; Liens. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

4. Property Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for an amount no less than the principal balance of the Note. This insurance shall be maintained in such amount (including deductible levels) and for the periods that the Note is in effect. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably.

If Mortgagor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Mortgagor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Mortgagor, Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to review the policies and renewal certificates. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss in its name and on its behalf by Mortgagor. Unless Lender and Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Mortgagor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Mortgagor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Mortgagor hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Mortgagor's rights (other than the right to any refund of unearned premiums paid by Mortgagor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagor is in possession of the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if economically feasible.

Lender or Lender's agent may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 6, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 6.

Any amounts disbursed by Lender under this Section 6 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

7. Mortgagor and Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Mortgagor or Borrower or

any Successors in Interest of Mortgagor or Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Mortgagor or Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagor or Borrower or any Successors in Interest of Mortgagor or Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

8. Successors and Assigns Bound. Subject to the provisions of Section 13, any Successor in Interest of Mortgagor or Borrower who assumes Mortgagor's or Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Mortgagor's or Borrower's rights and benefits under this Security Instrument. Mortgagor and Borrower shall not be released from Mortgagor's and Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

9. Loan Charges. Lender may charge Mortgagor and Borrower fees for services performed in connection with Mortgagor's or Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees.

10. Notices. All notices given by Mortgagor, Borrower, or Lender in connection with this Security Instrument must be in writing. Notice of Default to Mortgagor and Borrower, as Default is defined in the Note, shall be delivered by certified U.S. Mail, return receipt requested, to the address of Mortgagor and Borrower designated under the Note. Any other notice to Mortgagor or Borrower in connection with this Security Instrument shall be deemed to have been given to Mortgagor or Borrower when mailed by first class mail or when actually delivered to Mortgagor's or Borrower's notice address if sent by other means. The notice address shall be the address Mortgagor or Borrower have designated under the Note or a substitute address provided in writing by Mortgagor or Borrower to Lender. Mortgagor and Borrower shall promptly notify Lender of Mortgagor's and Borrower's change of address. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address designated under the Note unless Lender has designated another address in writing to Mortgagor and Borrower. Any notice in connection with this Security Instrument shall be deemed to have been given to Lender when mailed by first class mail or when actually delivered to Lender's notice address if sent by other means. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

11. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

12. Borrower's and Mortgagor's Copies. Borrower and Mortgagor shall be given one copy of the Note and of this Security Instrument.

13. Transfer of the Property. As used in this Section 13, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower and Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower or Mortgagor.

14. Mortgagor's and Borrower's Rights to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 16 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor or Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting

Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Mortgagor or Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

15. Sale of Note; Notice of Grievance. The Note or a partial interest in the Note, together with this Security Instrument, shall be sold or assigned only upon prior written agreement between Mortgagor, Borrower and Lender.

Neither Mortgagor, Borrower, nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of Law or any duty owed by reason of, this Security Instrument, until such Mortgagor, Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 10) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Mortgagor and Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 15.

16. Acceleration; Remedies. Lender shall give notice to Mortgagor and Borrower prior to acceleration following Mortgagor's or Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor and Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

17. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and cancel the Note. Lender shall provide to Borrower the cancelled Note and shall provide to Mortgagor a properly executed, recordable release of this Security Instrument within a reasonable time. The costs of recording such release shall be the responsibility of Mortgagor.

18. **Waiver of Valuation and Appraisal.** Mortgagor waives all right of valuation and appraisal. **Maricela Garcia** has/have executed this Security Instrument on this 15 day of November, 2017

Maricela Garcia

Signature: Maricela Garcia

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 **Maricela Garcia** and acknowledged the execution of the foregoing instrument, and who, having been duly sworn upon his/her oath, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 15 day of November, 2017

**YOLANDA MEDRAN
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 701472
My Commission Expires 6/11/2025**



Yolanda Medran
Notary Public (Signature)

Yolanda Medran
Notary Public (typed or printed name)

Notary's County of Residence: Lake

Notary's Commission Expires: 6/11/2025

AFTER RECORDING RETURN DOCUMENT TO:

RUBICELIA ROMAN

Mailing address of Lender: **4707 HENRY AVE
HAMMOND IN 46327**

This instrument was prepared by **RUBICELIA ROMAN 4707 HENRY AVE HAMMOND, IN 46327**

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. *Rubicelia Roman*



Promissory Note

Date of Execution of this Promissory Note: **NOVEMBER 15, 2017**

Maturity Date: **NOVEMBER 01, 2028**

Principal: **Fifty-Five Thousand and 00/100 (\$55,000)**

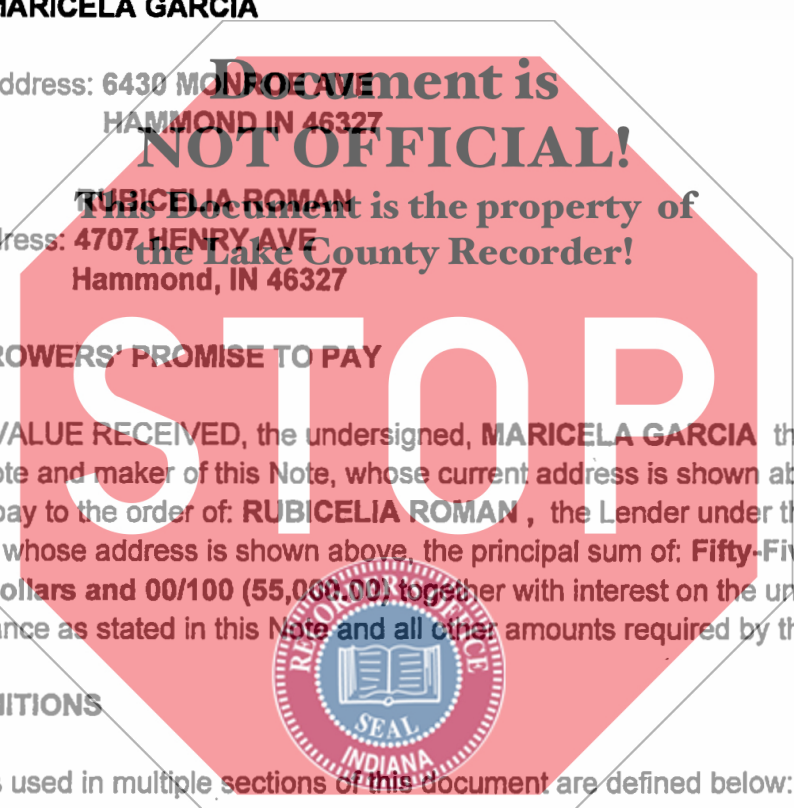
Interest Rate: **7%**

Borrower: **MARICELA GARCIA**

Borrower's Address: **6430 MONROE AVE
HAMMOND IN 46327**

Lender: **RUBICELIA ROMAN**

Lender's Address: **4707 HENRY AVE
Hammond, IN 46327**



1. BORROWERS' PROMISE TO PAY

FOR VALUE RECEIVED, the undersigned, **MARICELA GARCIA** the Borrower under this Note and maker of this Note, whose current address is shown above, promises to pay to the order of: **RUBICELIA ROMAN**, the Lender under this Note and Note Holder, whose address is shown above, the principal sum of: **Fifty-Five Thousand Dollars and 00/100 (55,000.00)**, together with interest on the unpaid principal balance as stated in this Note and all other amounts required by this Note.

2. DEFINITIONS

Words used in multiple sections of this document are defined below:

- (A) **"Collateral"** means any property taken as security for payment of this Note.
- (B) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (C) **"Loan"** means the debt evidenced by this Note, plus interest, any prepayment charges and late charges due under this Note, and all sums due under any other security instrument executed by Borrower to Lender, plus interest.

6430 Monroe Ave.

Initials of Borrower's Representative: M. I.

- (D) **"Loan Documents"** mean the documents related to this loan signed by Borrower or anyone who pledges Collateral.
- (E) **"Maturity Date"** means the date on which the final payment under this Note is due. The Maturity Date is shown at the beginning of this Note.
- (F) **"May"**: as used in this Note the word "may" gives sole discretion without any obligation to take any action.
- (G) **"Note"** means this Promissory Note.
- (H) **"Note Holder"** means Lender and Lender's successors and assigns.

3. **FORM AND MANNER OF PAYMENTS**

Form: Payment(s) due under this Note shall be made in U.S. currency by means of: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

Place: Payment(s) are to be made to Lender at Lender's Address provided above or to such other party or location as may be designated by Lender in writing to Borrower.

Time and Amount: Borrower shall pay monthly payments of \$601.66 equivalent to the principal and interest under this Note starting on the following date: **JANUARY 01, 2018** and continuing until the principle balance is satisfied.

4. **INTEREST RATE, DEFAULT RATE, LOAN BILL NOTICES**

Interest rate: Interest shall be charged at the rate of 7% on the unpaid principal, provided that Borrower is not in default under this Note.

Default rate: In the event of a default by Borrower under this Note, Lender may charge a default rate of interest equal to **Seven (7%) per annum** on the unpaid balance of the Note at the time of default.

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Promissory Note – page 2 of 6

Initials of Borrower's Representative: 

Loan notices: Lender may send to Borrower loan notices to Borrower at Borrower's address to such other party or location as may be designated by Borrower in writing to Lender. The failure of Borrower to receive any such notice shall not under any circumstances be interpreted as a reason, justification, or legal cause for Borrower's failure to make any loan payment by its due date and in accordance with the terms of this Note.

5. APPLICATION OF PAYMENTS

All payments shall be applied first to any late charges, second to any interest on the unpaid principal balance, and the remaining sum to the principal balance.

6. DELINQUENCY FEE

In the event that any loan payment is five (10) or more days past due, then Lender may charge a delinquency fee equivalent to twenty-five dollars (\$25.00) plus an additional five dollars (\$5.00) for each day the loan payment is late.

7. PREPAYMENTS; NO PREPAYMENT PREMIUM FEE

Borrower may prepay any sums due under this Note prior to the Maturity Date. When any prepayment is made, Borrower will notify Lender in writing. In the event that the Loan is paid in full prior to the Maturity Date, then Lender will not charge a prepayment premium fee.

8. LOAN SERVICING FEE

Lender will not charge a loan servicing fee.

9. EVENTS OF DEFAULT

Borrower is in default under this Note if Borrower:

- A) fails to make any payment due within 30-days of its due date;
- B) defaults on any other loan with Lender;
- C) does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D) does not disclose, or anyone acting on Borrowers' behalf, does not

6430 Monroe Ave.

Initials of Borrower's Representative: M. Y.

- disclose, any material fact to Lender;
- E) makes, or anyone acting on Borrower's behalf, makes a materially false or misleading representation to Lender;
- F) defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G) fails to pay any taxes when due;
- H) becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I) becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note; or
- J) defaults on the terms of the real estate mortgage or security instrument that secures this Note.

10. LENDER'S RIGHTS IF THERE IS A DEFAULT

Without notice or demand and without giving up any of Lender's rights, Lender may exercise any one or all of the following rights and remedies:

- A) require immediate payment of all amounts owing under this Note;
- B) collect all amounts owing from Borrower;
- C) file suit and obtain judgment;
- D) take possession of any Collateral; or
- E) sell, lease, or otherwise dispose of any Collateral at public or private sale, with or without advertisement.

The rights of Lender or any holder of this Note shall be cumulative and not necessarily successive.

11. LENDER'S GENERAL POWERS

In the event of a default under this Note, Lender may exercise any or all of the following powers, without notice and without Borrower's consent:

- A) bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B) incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include

6430 Monroe Ave.

Initials of Borrower's Representative:

M.S.

payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

- C) release any party obligated to pay this Note;
- D) compromise, release, renew, extend or substitute any of the Collateral; and
- E) take any action Lender deems necessary to protect the Collateral or collect amounts owing on this Note.

12. GENERAL PROVISIONS

Borrower executes this Note as principal and not as surety.

Borrower and maker of this Note, any guarantors, endorsers, and all other parties who may become liable on this Note agree to remain fully bound under this Note's terms until this Note is fully paid, and waive demand, notice of dishonor, diligence in collecting, grace, and protest.

No modification or indulgence by any holder of this Note shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion.

This Note is payable without relief from valuation and appraisement laws.

13. GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION

This Note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with federal law and the law of the State of Indiana. All rights and obligations contained in this Note are subject to any requirements and limitations of governing law. Governing law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Note conflicts with governing law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. As used in this Note: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

6430 Monroe Ave

Promissory Note – page 5 of 6

Initials of Borrower's Representative: M.M.

14. SECURITY FOR THIS PROMISSORY NOTE

This Note, and any and all renewals, extensions and modifications, are secured by a Security Instrument, also referred to as a Real Estate Mortgage on the Collateral or property commonly known as: **6430 MONROE AVE** and legally described as:

Part of the West Half of the West Half of the Southeast Quarter of the Southeast Quarter of Section 1, Township 36 North, Range 10, West of the 2nd P.M., beginning at a point 309.2 feet North of the Southeast Corner thereof, said point being

the Southeast Corner of Jacob W. Kuhlman Addition to Hammond, as shown in Plat Book 22, Page 21, in Lake County, Indiana; thence West along the South Line of Jacob W. Kuhlman Addition 165.78 feet, more or less to the East Line of an

alley dedicated by the Plat of August Schreiber's Addition to Hammond, as shown in Plat Book 11, Page 15, in Lake County, Indiana; thence South along the East Line of said alley a distance of 50 feet; thence East on a line parallel to aforesaid South Line of Jacob W. Kuhlman Addition a distance of 165.78 feet, more or less, to the East Line of the West

Half of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 1; thence North 50 feet to the point of beginning, in the City of Hammond, Lake County, Indiana

and described in said Security Instrument, which is dated the same date as this Note, to which reference is made for other covenants and agreements of the Borrower and Lender.

IN WITNESS WHEREOF, MARICELA GARCIA, Borrower and maker of this Promissory Note, has executed this Promissory Note on this 15th day of NOVEMBER, 2017.

MARICELA GARCIA

Signature: _____

Maricela Garcia



Signature of Witness: _____

Miguel Garcia

Printed Name of Witness: _____

Miguel Garcia

Address of Witness: _____

6033 Erie Ave

HAMMOND IN 46320

6430 Monroe Ave

Initials of Borrower's Representative: _____

M.G.