

5

2017 086530

Real Estate Mortgage

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 DEC 20 PM 1:06

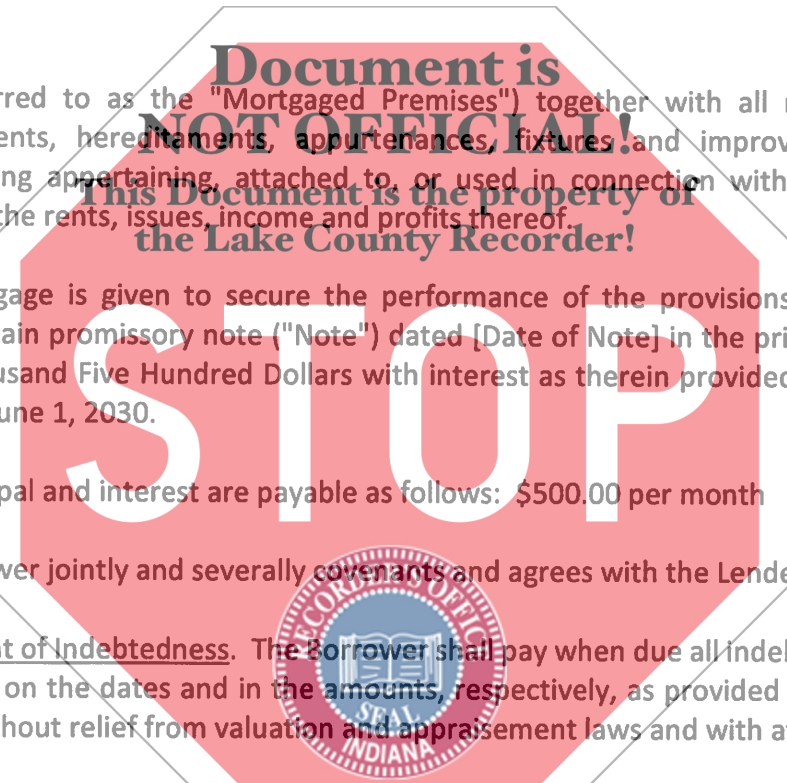
MICHAEL B. BROWN
RECORDER

THIS INDENTURE WITNESSETH that Kathy Jo Poe and Patrick A. Poe, husband and wife (the "Borrower") of Lake County, State of Indiana,

MORTGAGE AND WARRANT TO Kenneth W. Cole and Deborah L. Cole, (the "Lender") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Lot 42, except the North 14 Feet thereof, and the North 17 feet of Lot 43, in Block 1 in Wilson Square Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 29, page 21, in the Office of the Recorder of Lake County, Indiana.

(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 the rents, issues, income and profits thereof.



This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated [Date of Note] in the principal amount of Seventy-Five Thousand Five Hundred Dollars with interest as therein provided and with a final maturity date of June 1, 2030.

Said principal and interest are payable as follows: \$500.00 per month

The Borrower jointly and severally covenants and agrees with the Lender that:

1. Payment of Indebtedness. The Borrower shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws and with attorneys' fees.

2. No Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (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 Borrower 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 Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

CS
RM

3. Repair of Mortgaged Premises; Insurance. The Borrower shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Borrower shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Lender against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Lender 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 Lender and the Borrower as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Lender until the indebtedness secured hereby is fully paid. In the event of a loss, Borrower shall give prompt notice to both the insurance carrier and the Lender.

4. Taxes and Assessments. The Borrower shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

5. Advancements to Protect Security. The Lender 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 Lender shall become a part of the indebtedness secured hereby and shall bear interest from the date of dates of payment at the rate of twelve per cent (12%) 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 Lender in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. Default by Borrower; Remedies of Lender. Upon default by the Borrower in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Borrower hereunder, or if the Borrower shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Borrower 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 Lender, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Lender 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.

7. **Failure of Duty Abandonment.** If (a) Borrower 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) Borrower 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 8, 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 8.

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

9. **Extensions; Reductions; Renewals; Continued Liability of Borrower.** The Lender at his 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 the Borrower if the Borrower has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Borrower to the Lender.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower 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

Real Estate Mortgage for Kathy Jo and Patrick Poe

exercise is prohibited by Applicable Law.

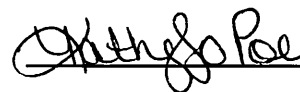
10. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine 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 not define, limit or construe the contents of such paragraphs.

11. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address.

12. **Governance.** This instrument shall be governed by the Laws of the State of Indiana. Further, it is understood by all parties that this instrument is governed by the Servicemembers Civil Relief Act until such time as the Borrower is discharged from any branch of military service.

13. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

IN WITNESS WHEREOF, the Borrower has executed this mortgage, this 20th day of December, 2017.



Kathy Jo Poe

Real Estate Mortgage for Kathy Jo and Patrick Poe



Patrick A. Poe



STATE OF INDIANA)

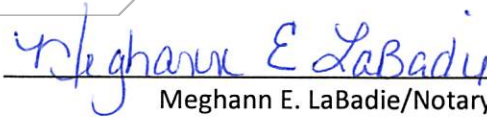
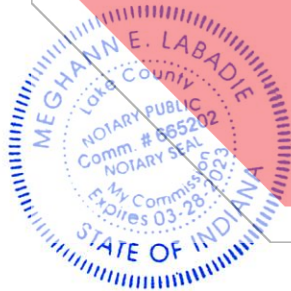
COUNTY OF LAKE)

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

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared **Kathy Jo Poe** and **Patrick A. Poe** executed the foregoing Real Estate Mortgage as a free and voluntary act.

Witness my hand and Notarial Seal this 20th of December, 2017.

My Commission Expires: March 28, 2023



Meghann E. LaBadie/Notary Public
Resident of Lake County

This Instrument Prepared By:
Meghann E. LaBadie (Atty #26441-49)
The Law Office of Meghann LaBadie, LLC
P.O. Box 1898, Highland, IN 46322
Phone: (219) 629-6765

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by Law. /s/ Meghann E. LaBadie