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REAL ESTATE MORTGAGE

This indenture witnesseth that **Housemart, Inc.**, of Lake County, Indiana, as MORTGAGOR,
MORTGAGES AND WARRANTS

to **Dmap 3 LLC**, whose mailing address is **P.O. Box 317, Midway, Utah 84049** as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

LT 23 BL D IN JOHNSON KENNEDY ESTATES 2ND SUBDIV IN GARY

Commonly known as **301 N Lake St., Gary, IN 46403**

and the rents and profits therefrom, to secure the payment of the principal sum of **Eighty-two Thousand Five Hundred and 00/100 Dollars, (\$82,500.00)**, when the same shall become due, of all sums due and owing the mortgagor pursuant to the terms of a certain Promissory Note of even date.

This mortgage is second and junior to a mortgage in favor of Edward John Prince in the amount of \$81,500.00 executed simultaneously and recorded immediately prior to this mortgage.

Mortgagor warrants and agrees to defend the title to the Property, subject to validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in person other than Mortgagor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed, accordingly.

It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owner's association dues against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing. Mortgagee shall be named as a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving Mortgagee 14 days written notice. Mortgagee shall have the right to inspect the premises upon giving Mortgagor 24 hours written notice.

The undersigned person executing this mortgage on behalf of **Housemart, Inc.**, represents and certifies that he or she is a duly elected officer of **Housemart, Inc.**, and has been fully empowered, by proper resolution of the Board of Directors of **Housemart, Inc.**, to execute and deliver this mortgage; that **Housemart, Inc.**, has full corporate capacity to mortgage the real estate described herein; and that all necessary corporate action for the making of such mortgage has been taken and done.

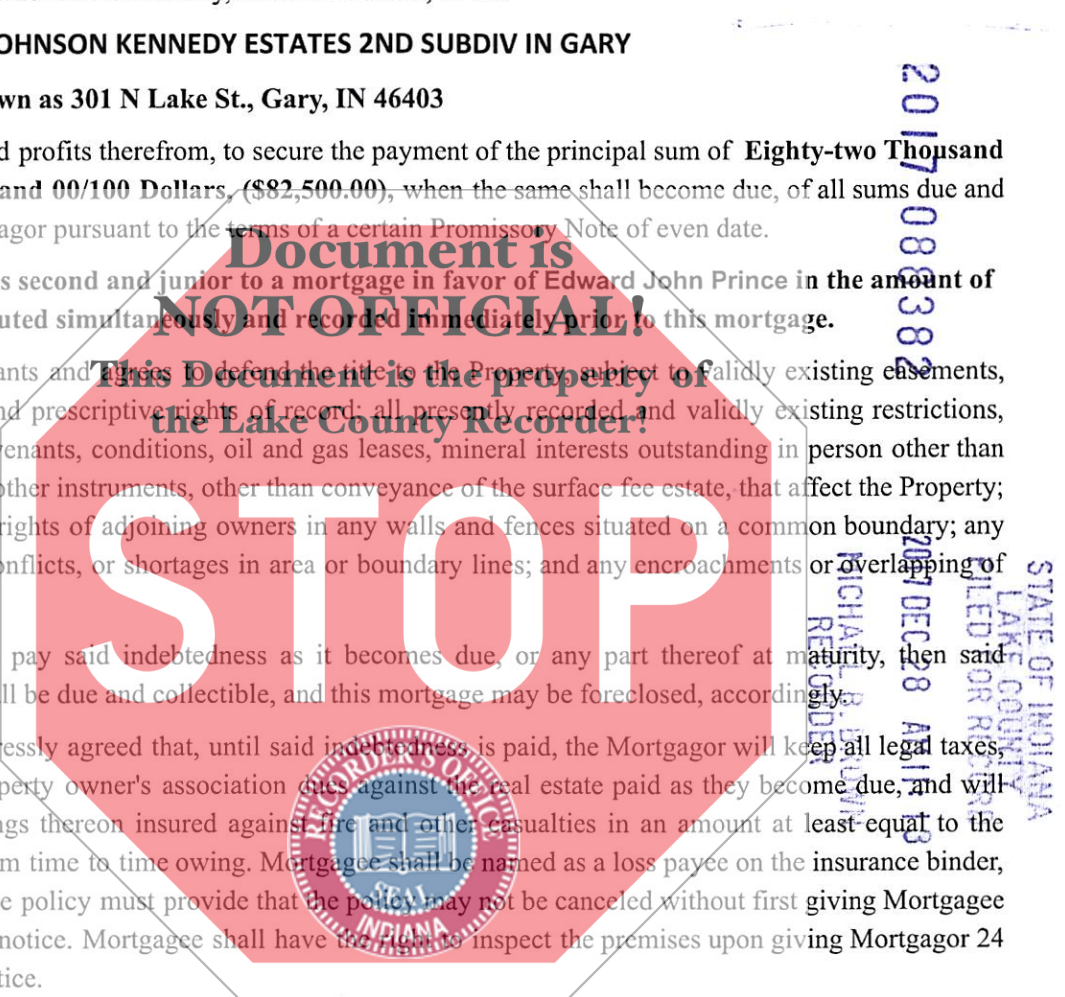
IN WITNESS WHEREOF, Housemart, Inc., has caused this mortgage to be executed this **14th** day of **December, 2017**.

Initials WS

Return to:
INDIANA TITLE NETWORK COMPANY
325 NORTH MAIN *CL*
CROWN POINT, IN 46307
↑

CL# 26037

*#5500
ITN
CAB*



2017 08 31 08 38
2017 DEC 18 AM 11:13
MICHAEL R. BURTON
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED OR RECORDED

Housemart, Inc.,

By: [Signature]

Wayne Sheaffer, President

STATE OF INDIANA)

) SS :

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **Wayne Sheaffer** who having been duly sworn, stated that he is the **Housemart, Inc.**, who acknowledged the execution of the foregoing Mortgage for and on behalf of said **Housemart, Inc.**, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 1st day of December, 2023.

MY COMMISSION EXPIRES:

MARCH 28, 2024



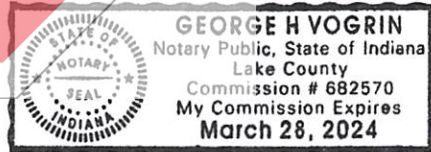
George H Vogrin

[Signature]

Notary Public

A Resident of Lake County

This Instrument Prepared By: **David Matthew Prince and Angelyn Prince**
601 South 250 West, Midway, Utah 84049
Our file No. 301 N Lake St., Gary, IN 46403



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.

Melissa Evans
Melissa Evans

Initials WS