

3

2019-080945

2019 Nov 22 11:47 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

REAL ESTATE MORTGAGE

This indenture witnesseth that KeySay, LLC, whose mailing address is 1328 W. Eddy St. Chicago Illinois 60657, as MORTGAGOR,

MORTGAGES AND WARRANTS

to Advantage Home Buyers, LLC, as MORTGAGEE, whose mailing address is 971 Theresa Dr, Crown Point, IN 46307

The Land referred to herein below is situated in the County of Lake, State of Indiana, and is described as follows:

Parcel 1 - 2457 New York Avenue, Hammond, IN 46394 - Tax ID - 45-03-07-480-022.000-023 Lot Numbered 27, Block 3 as shown on the recorded Plat of South Park Subdivision, in the City of Hammond recorded January 24, 1914 as Instrument No. 63400 in Plat Book 11, page 18 in the Office of the Recorder of Lake County, Indiana.

Parcel 2 - 2459 New York Avenue, Hammond, IN 46394 - Tax ID - 45-03-07-480-023.000-023 The North 6 feet 3 inches of Lot 28, Block 3 as shown on the recorded Plat of South Park Subdivision, in the City of Hammond recorded January 24, 1914 as Instrument No. 63400 in Plat Book 11, page 18 in the Office of the Recorder of Lake County, Indiana.

Tax Parcel ID No.: 45-03-07-480-022.000-023 and 45-03-07-480-023.000-023
More commonly known as 2457 and 2459 New York Avenue, Hammond, IN 46394

and the rents and profits therefrom, to secure the payment of the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), when the same shall become due, of all sums due and owing the mortgagee pursuant to the terms of a certain Joint Venture Partnership Agreement dated November 7, 2019, hereinafter referred to as the Agreement.

Initials: JB

\$55.00
M.E
#1002




Time is of the essence in the payment of amounts due under, and in the performance of all promises under the Agreement or this Mortgage. If I (A) fail to pay any amount due under the Agreement or this Mortgage after they become due and payable; or (B) if I fail to keep any promises made in or satisfy requirements of this Mortgage or (C) if I am dissolved or liquidated; then I will be in default without notice and the Mortgagee may require me to pay immediately the full amount of the principal which has not been paid and all the interest that I owe on that amount and any other amounts that I may owe pursuant to the Agreement or this Mortgage, and Mortgagee may, in addition to pursuing other remedies, foreclose this Mortgage by judicial proceeding and sale of the Property. Any such sale will be exempt from any statutes requiring an appraisal of the Property, or requiring that the same not be sold unless a specified percentage of the value is obtained.

Mortgagee shall be entitled, as a matter of strict right, without notice, and ex parte, and without regard to the value or occupancy of the security, or the solvency of the mortgagor, or the adequacy of the property as security for the Agreement, to have a receiver appointed to enter upon and take possession of the property, collect the rents and profits there from and apply the same as the court may direct, such receiver to have all rights and powers permitted under law.

If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Property hereby encumbered consists of more than one parcel of real property, Mortgagee, may, at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently and in such order as it may determine.

It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owners' 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 KeyBell, LLC represents and certifies that he has been authorized to execute this mortgage by the operating agreement or by

Initials: 

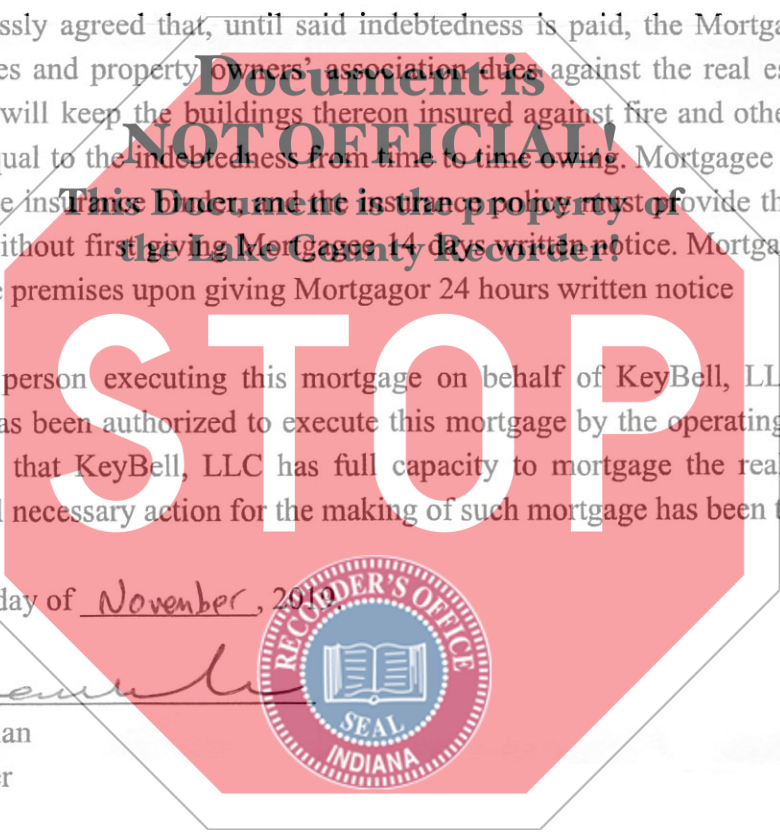
upon and take possession of the property, collect the rents and profits there from and apply the same as the court may direct, such receiver to have all rights and powers permitted under law.

If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Property hereby encumbered consists of more than one parcel of real property, Mortgagee, may, at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently and in such order as it may determine.

It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owners' 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 policy 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 KeyBell, LLC represents and certifies that he has been authorized to execute this mortgage by the operating agreement or by proper resolution; that KeyBell, LLC has full capacity to mortgage the real estate described herein; and that all necessary action for the making of such mortgage has been taken and done.

Dated this 7th day of November, 2019
KeyBell, LLC
By: [Signature]
Jacob B. Handelman
Managing Member



STATE OF Illinois)
COUNTY OF Cook)

Before me, the undersigned, a Notary Public in and for said County and State, this 7th day of November, 2019, personally appeared Jacob B. Handelman who having been duly sworn, stated that he is the Managing Member of KeyBell, LLC who acknowledged the execution of the foregoing Mortgage for and on behalf of said KeyBell, LLC, and who, having been duly sworn, stated that the representations therein contained are true.

Notary Public [Signature]
My Commission Expires: 8/01/2022

Initials: MSH

