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2020-017329

2020 Mar 12

11:16 AM

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

REAL ESTATE MORTGAGE

This indenture witnesseth that Sarah Jo, LLC, of Lake County, Indiana, as MORTGAGOR,

MORTGAGES AND WARRANTS

to Quest Trust Company FBO Lisa Woloshin IRA #16453-11, whose mailing address is 17171 Park Row, Suite 100, Houston, TX 77084 as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

Building 14 Unit 3 in The Colonies of Merrillville Condominium (formerly known as the Fairways Condominium) as recorded February 1, 1974 in Plat Book 44, page 29, as Document No. 238215, in the Office of the Recorder of Lake County, Indiana; and as amended by amendment dated July 14, 1978 and recorded September 1, 1978 as Document No. 488399; together with an undivided interest in the common areas and facilities of the Colonies of Merrillville Condominium.

Commonly known as 7002 Fillmore Dr, Merrillville, IN 46410

and the rents and profits therefrom, to secure the payment of the principal sum of Thirty-Eight Thousand and 00/100 Dollars, (\$38,000.00), 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.

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 prescript recorded and validly existing restrictions, reservations, covenants, conditions, cil 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 indeptedness 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 Sarah Jo, LLC, represents and certifies that he or she is a duly elected officer of Sarah Jo, LLC, and has been fully empowered, by proper resolution of the Board of Directors of Sarah Jo, LLC, to execute and deliver this mortgage; that Sarah Jo, LLC,

Initials _____

INDIANA TITLE NETWORK COMPANY 325 NORTH MAIN CROWN POINT, IN 46307

H 27424

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, Sarah Jo, LLC, has caused this mortgage to be executed this 27th day of February, 2020.

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Thather m Bowsen Notary Public A Resident of Lave County

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