2020 Sep 25

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MURIGAGE AGREEMENT

BT2320010-00465

45-06-12-104-015-000-023

THIS MORTGAGE AGREEMENT (the "Mortgage") is made and entered on September 22, 2020 by and between Christopher P. Jones, of 6528 Forest Avenue, Hammond, Indiana 46324 (the "Mortgagor") and Sylvia Collins, of 7915 Lake Shore Drive, Gary, Indiana 46403 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$235,000.00 together with interest thereon of 5% computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

IN CONSIDERATION OF the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 6648 Forest Avenue, in the City of Hammond, County of Lake, in the State of Indiana, with the following legal description:

SOUTH VIEW ADD.S. 76.96 FT.OF L.4 BL.3

## PAYMENT OF SUMS SECURED.

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

## WHEN THIS MORTGAGE BECOMES VOID.

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

## MORTGAGOR FURTHER COVENANTS AND AGREES THAT:

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the

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CHICAGO TITLE INSURANCE COMPANY

Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

Mortgagor Signature:	
DATED: 8/31/2020	
Christopher P. Jones	
STATE OF INDIANA, COUNTY OF LAR	
This instrument was acknowledged before me on this 31 day of August, by Christopher P. Jones.	
JARED GUTIERREZ Notary Public - Seal  Lake Tourister Repires Jan 23, 2028  JARED GUTIERREZ Notary Public - Seal Lake County - State of Indiana Commission Number NP0724723 My Commission Expires Jan 23, 2028	Notary Public  Notary Public  Title (and Rank)  My commission expires
Mortgagee Signature:	
DATED: Sylvia Collins	
STATE OF INDIANA, COUNTY OF LAKE, ss:	
This instrument was acknowledged before me on this 14th day of Splember, by Sylvia Collins.	
ANNETTE ALATORRE Notery Public, State of Indiana Porter County Commission # 670989 My Commission Expires September 10, 2023	Notary Public  Anne He Alatorre - notary  Title (and Rank) Underwriting Specialist  My commission expires 9-10-2023

Prepared By: Sylva Collins

Return 70: Sylva Collins 7915 Lakeshore Dr. Gary IN 46403

## CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing i	nstrument to which this Proof is attached:
Witness Signature  Jennier Arms  Witness Name (must be typed / printed)	
PROOF:	
STATE OF INDIANA )	
COUNTY OF LUKE )	
known or proved to me to be the person wh	ITNESS to the foregoing instrument, who, being ose name is subscribed as a witness to the foregoing leposes and says that the foregoing instrument was
Witness my hand and Notarial Seal this	31 day of <u>August</u> , 2020.
My Commission expires:	Signature:
1/13/2028	Printed: Juved Gutaver
	Resident of County, Indiana
JARED GUTIERREZ Notary Public - Seal Lake County - State of Indiana Commission Number NP0724723 My Commission Expires Jan 23, 2028	