

3

REAL ESTATE MORTGAGE

This indenture witnesseth that **TMS Development LLC**, whose mailing address is **2929 Jewett Ave, Highland IN 46322** of **Lake County, Indiana**, as **MORTGAGOR**,

MORTGAGES AND WARRANTS

To **KCKC LLC**, whose mailing address is **3008 Brampton Lane, Dyer IN 46311**, as **MORTGAGEE**, the following real estate in **Lake County, State of Indiana**, to wit:

Legal Description: Lot 9 in Grassfield Subdivision, as per plat thereof, recorded in Plat Book 49, Page 34, in the Office of the Recorder of Lake County, Indiana.

Parcel Number: 45-13-33-126-009.000-030

Commonly known as: 9382 Shelby Lane, Crown Point, IN 46307

and the rents and profits therefrom, to secure the payment of the principal sum of **Two Hundred Forty Thousand Five Hundred and 00/100 Dollars, (\$240,500.00)**, 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.

The obligation under the promissory note for which this mortgage acts as security mature on August 10, 2021.

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 **TMS Development LLC**, represents and certifies that he or she is a duly authorized representative of **TMS Development LLC**, and has been fully empowered by proper resolution to execute and deliver this Mortgage; and that all necessary action for execution of this Mortgage has been taken and done.

2020 Sep 25 9:42 AM
2020-068162
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

CHICAGO TITLE INSURANCE COMPANY

86119c

1820801873 \$5500

JB

CTIC Has made an accomodation recording of the instrument.

Initials ms

STATE OF INDIANA)

) SS :

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared LILLIAN KRUSE, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Matthew Scheltens, Managing Member of TMS Development LLC** in the above-name subscribing witness's presence, and that the above named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and Notarial Seal this 10th day of August, 2020

MY COMMISSION EXPIRES:

3/28/24



George H Vogrin

Notary Public

A Resident of Porter County

This Instrument Prepared By: **Jose C. Sandoval, Attorney at Law**
2929 Jewett Ave, Highland IN 46322 (219-393-0606)
Our file No. 9382 Shelby Ln, Crown Point, IN 46307

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 Sared butierrez

Initials mn