

3

REAL ESTATE MORTGAGE

This indenture witnesseth that **Housemart, Inc.**, whose mailing address is **2929 Jewett Ave Highland IN 46322**, as MORTGAGOR,

MORTGAGES AND WARRANTS

to **Quest Trust Company, FBO Cat-Hien T. Nguyen Roth #2494821** whose mailing address is **17171 Park Row #100, Houston TX 77084** as MORTGAGEE, the following real estate in **Lake County, State of Indiana**, to wit:

Legal Description: Lot 9 and the West 2 feet of Lot 10 in First Addition to Pottowattomy Park, in the city Gary, as per plat thereof, recorded in Plat Book 34 page 73, in the office of the Recorder of Lake County, Indiana.

Parcel Number: 45-05-33-326-009.000-004

Commonly known as: 8600 Lakewood Ave, Gary, IN 46403

and the rents and profits therefrom, to secure the payment of the principal sum of **One Hundred Fifty-three Thousand Seven Hundred Fifty and 00/100 Dollars (\$153,750.00)**, 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 the amount of 153,000.00 to BTN Real Estate LLC recorded immediately prior to this mortgage.

The obligation under the promissory note for which this mortgage acts as security mature on September 24, 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 **Housemart, Inc**, represents and certifies that he or she is a duly authorized representative of **Housemart, Inc**, 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.

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

2020-072920

2020 Oct 14

8:33 AM

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

Initials WS

35 RM
#28107

IN WITNESS WHEREOF, Housemart, Inc., has caused this mortgage to be executed this 24th day of September, 2020.

Housemart, Inc.

By: [Signature]
Wayne Sheaffer, President

Wayne D. Sheaffer
Printed Name

EXECUTED AND DELIVERED in my Presence:

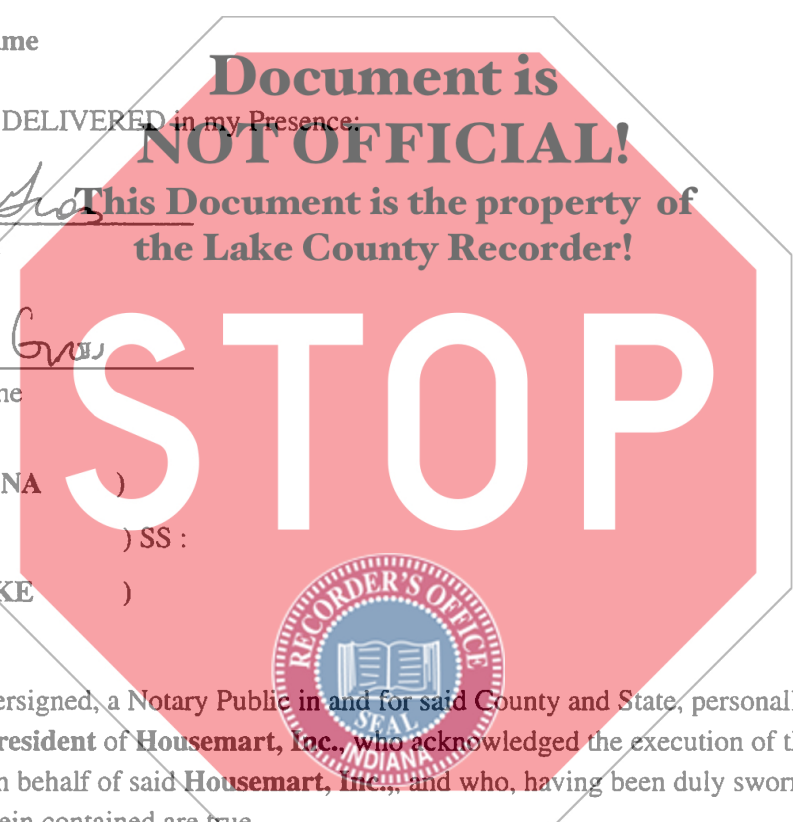
[Signature]
Witness's Signature

Heather Gross
Witness's Print Name

STATE OF INDIANA)

) SS :

COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Wayne Sheaffer, President of 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 24th day of September, 2020.

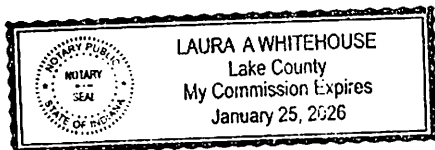
MY COMMISSION EXPIRES:

January 25, 2026

[Signature]

Notary Public
A Resident of Lake County

Initials WS



STATE OF INDIANA)

) SS :

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Heather Gross, 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 **Wayne Sheaffer, President of Housemart, Inc**, 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 24th day of September, 2020.

MY COMMISSION EXPIRES

January 25, 2026



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Laura A. Whitehouse

Notary Public

A Resident of Lake County

This Instrument Prepared By: **Jose C. Sandoval, Attorney at Law**
2929 Jewett Ave, Highland IN 46322 (219-393-0606)
Our file No. 8600 Lakewood Ave, Gary, IN 46403

STOP



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.

Angela Anderson

Initials WS