By: KNK Pg #: 2

FILED FOR RECORD GINA PIMENTEL RECORDER

## REAL ESTATE MORTGAGE

This indenture witnesseth that Carlos Garflas of Porter County, Indiana, as MORTGAGOR, MORTGAGES AND WARRANTS to

ALMs Financial, LLC (\$26,000), in an undivided 22.13% interest

Dekota Properties, LLC (\$91.500), in an undivided 77.87% interest

whose mailing address is 7726 Taft St. Merrillville, IN 46410 as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

## BARCLAY VILLAGE UNIT 2 LOT 113

## Commonly known as 6037 Tyler Pl. Merrillyille, IN 46410

and the rents and profits therefrom, to secure the payment of the principal sum of One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars, (\$117,500.00), 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.

This mortgage is second and junior to a mortgage dated 7/1/2021 to Geltco, LLC recorded prior to this mortgage.

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 prescribt recorded and validly existing restrictions, reservations, covenants, and prescriptive rights of recording presently recorded and validly existing restrictions, reservations, coveraints, conditions, oil and gas leases, mineral interests outstanding in person other than Mortgagor, and other Neutrunents, other than conveyance of the surface lee estate, that affect the Property, validly existing rights of adjoining owners in any walls and ferroes structed on a common foundary, any discrepancies, conflicts, or shortages in area or boundary lines; and any errorachments 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 forecosed, accordingly.

It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal texes, charges and property owners association dues against the real estate pelid as they become due, and will keep the buildings thereon insured against the and other cassalistics in an amount at least squal to the labelociness from time to time owing. Mortgagee shall be named as a loss payce on the insurance blider, and the insurance policy must provide that the polloy may not be canceled without first glving 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 Carlos Garfias represents and certifies that he or she is a duly elected officer of Carlos Garfías and has been fully empowered, by proper resolution of the Board of Directors of Carlos Garfías to execute and deliver this mortgage; that Carlos Garfías 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, CARLOS GARFIAS has caused this mortgage to be executed this 16th day of August, COLOGO 2021.

Carlos Garfias

foe Garf

STATE OF INDIANA

iss:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carlos Garfias who acknowledged the execution of the foregoing Mortgage for and on behalf of said Carlos Garflas, and who, having been duly swom, stated that the representations therein contained are true

## NO TOUTANDA, QUESTICIAL DOCUMENT

WITNESS my hand and Notarial Seal this LLL day of August 2021.

Our file No. 450

y that I have gaily live. I affirm, under the penalties for perjury that I have Number in this document unless required by law. Prepared By: Darreil Audiss

Faith Dyer Notary Public, State of Indiana Lake County