

REAL ESTATE MORTGAGE

This Indenture Witnesseth, That, **Bright Future Properties LLC** (the "Mortgagor"), **Mortgages and Warrants to Katy Capital Investments, LLC (\$35,000.00) with an undivided interest of 22.58%**; **Schepers-Cheng Real Estate LLC (\$80,000.00) with an undivided interest of 51.61%** and **Gloria Flores (\$40,000.00) with an undivided interest of 25.81%**, (the "Mortgagee"), having an address of 22136 Westheimer Pkwy, No. 711, Katy, TX 77450, the following described real estate in Lake County, Indiana:

LOT TWENTY-THREE (23), BLOCK EIGHTEEN (18), MEADOWDALE SUBDIVISION, AS SHOWN IN PLAT BOOK 31, PAGE 52, IN LAKE COUNTY, INDIANA.

Commonly known as: **920 W 55th Ave, Merrillville, IN 46410** (hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated this 01 day of October 2021, in the principal amount of **ONE HUNDRED AND FIFTY-FIVE AND 00/100 DOLLARS (\$155,000.00)** with interest as therein provided, together with all subsequent notes for the purchase of the real estate, with a **Maturity Date of May 1, 2022**.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in the mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than **45 days** after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure, **pre-pay for a minimum of 6 months**, and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee **with a maximum deductible of \$2,500** that insures loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

CTNN 21024346

5. **Advancements to protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of TWELVE percent (12.00%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. **General Agreement of Parties:** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only, and do not define, limit or construe the contents of such paragraphs.

10. **Additional Provisions:**
NONE

In Witness Whereof, the Mortgagor has executed this mortgage, this 04 day of October 2021.

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- 9. **General Agreement of Parties:** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 10. **Additional Provisions:**
NONE

In Witness Whereof, the Mortgagor has executed this mortgage, this 09 day of October 2021.

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY, INDIANA, 821-5248, 1
Bright Future Properties LLC

Mark Hutnick Member 10/4/21

By: Mark Hutnick
Title: Member

Kapil Singla 10/5/21

By: Kapil Singla
Title: Member

STATE OF IN COUNTY OF Lake SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named : **Mark Hutnick and Kapil Singla, Members of Bright Future Properties LLC** who acknowledged the execution of the foregoing Mortgage and who, having been duly sworn, stated that the representations therein contained are true.

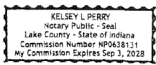
WITNESS, my hand and Seal this 04 day of October 2021.

038012028
My Commission Expires:

038131
Commission No.

Lake Co. IN
Notary Public County and State of Residence

Kelsey Perry
Signature of Notary Public
Kelsey Perry
Printed Name of Notary



Property Address:
920 West 55th Ave
Merrillville, In. 46410

Mortgagee's Address:
22136 Westheimer Pkwy, No. 711
Katy, TX 77450

This Prepared By: Tebo Ramirez
Katy Capital Investments LLC

"I affirm under the penalties for perjury, that I have taken
reasonable steps to verify each Social Security number in
the document unless required by law." Katherine Adams

Katherine Adams

Notary Public of Lake County Recorder

Subscribed and sworn to before me this 5th day of October, 2021, by Kapil Singh.

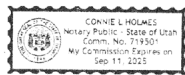
Connie L. Holmes

Connie L. Holmes

My commission expires 9-11-25

Resident of Salt Lake County

State of Utah



Instrument Prepared by: _____

KA

Real Estate Mortgage

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY, INDIANA, 021-52430, 1, 5

LEGAL DESCRIPTION

Order No.: CTNW2104346

For APN/Parcel ID(s): 45-12-04-131-011.000-031

LOT TWENTY-THREE (23), BLOCK EIGHTEEN (18), MEADOWDALE SUBDIVISION, AS SHOWN IN PLAT BOOK 31, PAGE 52, IN LAKE COUNTY, INDIANA.

Property of Lake County Recorder