

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY, INDIANA, 021-53849, 1

2021 53849

11/17/2021 09:13AM

Total Fees: 55.00

By: KNK

Pg #: 3

STATE OF INDIANA

LAKE COUNTY

FILED FOR RECORD

GINA PIMENTEL

RECORDER

GNWZ106008

## REAL ESTATE MORTGAGE

This indenture witnesseth that 1740 Fairbanks Land Trust, of Lake County, Indiana, as MORTGAGOR,

### MORTGAGES AND WARRANTS

to Quest Trust Company FBO Shirley Felmlee ROTH #37235-21 as to an undivided interest of 53.75% (\$21,500.00) and Earl Yoder as to an undivided interest of 46.25% (\$18,500), whose mailing address is 17171 Park Row Dr, Suite 100, Houston, TX 77084 and 60 Spring Lane Rd, Dillsburg, PA 17019 as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

**The North 100 feet of the South 362 feet of the East 500 feet of the West half of the Southeast quarter of Section 11, Township 35 North, Range 9 West of the Second Principal Meridian, In Lake County, Indiana.**

**Commonly known as: 1740 Fairbanks St, Griffith, IN 46319**

and the rents and profits therefrom, to secure the payment of the principal sum of **Forty Thousand and 00/100 Dollars, (\$40,000.00)**, 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.

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 presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in person other than Mortgagor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments 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 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. Mortgagees 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.

Mortgagor further warrants that the premises secured by this mortgage are uninhabitable and will not be inhabited by Mortgagor or any other party during the term of this mortgage. BUE (Initials)

Initials BUE

CHICAGO TITLE INSURANCE COMPANY


It is expressly agreed by Mortgagor that time is of the essence of this Mortgage. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Mortgage Balance, and all accrued, unpaid interest thereon, shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Mortgage Balance and accrued interest, and to foreclose this Mortgage. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

- (a) Default by Mortgagor for a period of **Thirty (30)** days in the payment of (i) any installment of the monthly payment when due under the terms of the Promissory Note indicated above, (ii) any installment of real estate taxes on the Real Estate or assessment for a public improvement which by the terms of this Mortgage are payable by Mortgagor, or (iii) any premium for insurance required by the terms of this Mortgage to be maintained by Mortgagor;
- (b) Default, for a period of **Thirty (30)** days after written notice thereof is given to Mortgagee, in the performance or observation of any other covenant or term of this Mortgage;

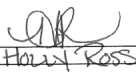
The undersigned person executing this mortgage on behalf of **1740 Fairbanks Land Trust** represents and certifies that he or she is a duly elected officer of **1740 Fairbanks Land Trust** and has been fully empowered, by proper resolution of the Board of Directors of **1740 Fairbanks Land Trust** to execute and deliver this mortgage; that **1740 Fairbanks Land Trust** 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, **1740 Fairbanks Land Trust** has caused this mortgage to be executed this 25th day of, 2021.

**1740 Fairbanks Land Trust**

 AS Trustee (Seal)  
 Brian Van Ek Trustee

**EXECUTED AND DELIVERED in my presence:**

Witness:   
 Holly Ross

Initials BVE

# NOT AN OFFICIAL DOCUMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

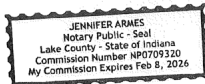
Before me, a Notary Public in and for said County and State, personally appeared **Brian Van Ek** who having been duly sworn, stated that he is a **Trustee** on behalf of **1740 Fairbanks Land Trust** who acknowledged the execution of the foregoing Mortgage for and on behalf of said **1740 Fairbanks Land Trust** and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this **25th** day of **October**, **2021**.

Jennifer Armes, Notary Public  
A Resident of Lake County

MY COMMISSION EXPIRES:  
2/8/26

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )



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. Jennifer Armes

This Instrument Prepared By: **Shirley Felmlee and Earl Yoder**  
**17171 Park Row Dr, Suite 100, Houston, TX 77084 and 60 Spring Lane Rd, Dillsburg, PA 17019**  
Our file No. **1740 Fairbanks St, Griffith, IN 46319**

Initials BVE