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2021-543598 12/20/2021 01:19 PM TOTAL FEES: 55.00 BY: JAS PG #: 3 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

# REAL ESTATE MORTGAGE

This indenture witnesseth that NWI Real Estate Pro LLC of Lake County, Indiana, as MORTGAGOR,

#### MORTGAGES AND WARRANTS

to Jeffery Kopp- 17803 Fairhaven Falls Dr, Cypress, TX 77433, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

Lots Eleven (11) and Twelve (12), Block Three (3), W.G. Wright's 3rd Addition to Gary as shown in Plat Book 10, Page 34, n Lake County, Indiana.

Commonly known as 2440 Wilson St, Gary, IN 46404, USA

and the rents and profits therefrom, to secure the payment of the principal sum of Seventy-Three Thousand Five hundred and 00/100 Dollars, (\$73,500.00) 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.

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. 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.

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. (Initials)

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 Mortgages, 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 Mortgage 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:

Initials:

Greater Indiana Title Company

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- 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;
- 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 NWI Real Estate Pro LLC, represents and certifies that he or she is a duly elected officer of NWI Real Estate Pro LLC, and has been fully empowered, by proper resolution of the Board of Directors of NWI Real Estate Pro LLC, to execute and deliver this deed; that NWI Real Estate Pro LLC, 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, NWI Real Estate Pro LLC, has caused this mortgage to be executed this 7th day of December, 2021.

Ken Townsel, Member

EXECUTED AND DELIVERED in my presence:

Witness:

STATE OF INDIANA )

) SS:

COUNTY OF LAKE.

Before me, a Notary Public in and for said County and State, personally appeared Ken Townsel who having been duly sworn, stated that he/she is the Member on behalf of NWI Real Estate Pro LLC, who acknowledged the execution of the foregoing Mortgage for and on behalf of said NWI Real Estate Pro LLC, and who, having been duly sworn, stated that the representations therein contained are true.

LLC, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 7th day of December, 2021.

MY COMMISSION EXPIRES:

Notary Public

// 52022

A Resident of Porter County

NWI Real Estate Pro LLC,

This Instrument Prepared By: Jeffery Kopp 17803 Fairhaven Falls Dr, Cypress, TX 77433 Our file No. 2440 Wilson St, Gary, IN 46404, USA HOLD THE STATE OF THE STATE OF

Initials:

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN RESPONSIBLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW. JEFFERY KOPP

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#### EXHIBIT "A"

LOT 11 AND 12, BLOCK 3, W.G. WRIGHT'S 3RD ADDITION TO GARY, AS SHOWN IN PLAT BOOK 10, PAGE 34, IN LAKE COUNTY, INDIANA.

Property address: 2440 Wilson Street, Gary, IN 46404

Pax Number.

OP COUNTY PROCORDS