

2022-10-23 09:33 AM
01/20/22 11:22 AM
TOTAL FEE: \$55.00
BY: JAS
PG # 3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2021-066595
9:34 AM 2021 Nov 10

**** THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE LIEN POSITION ****

REAL ESTATE MORTGAGE

3 This indenture witnesseth that LILLYS LUXURY LIVING, LLC., of Lake County, Indiana, as MORTGAGOR,

MORTGAGES AND WARRANTS

to Quest Trust Company FBO Brad Burau HSA #19160-71, whose mailing address is 17171 Park Row, Suite 100, Houston TX 77084 as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

LOTS THIRTY (30) AND THIRTY-ONE (31), BLOCK TWO (2), GARY HEIGHTS, IN THE CITY OF GARY, AS PER PLAT THEREOF, AS SHOWN IN PLAT BOOK 20, PAGE 13, IN LAKE COUNTY, INDIANA. 45-08-07-155-011-000-004

Commonly known as: 1347 Williams St, Gary, IN 46404

and the rents and profits therefrom, to secure the payment of the principal sum of **Thirty-Eight Thousand Six Hundred Seventy, (\$38,670.00)**, 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 to Quest Trust Company FBO Joddie L. Walker IRA #3404511 recorded immediately 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 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. LJS (Initials)

Initials LJS

INC 13048
39998
55.00
D

Greater Indiana Title Company

NOT AN OFFICIAL DOCUMENT

The undersigned person executing this mortgage on behalf of **LILLYS LUXURY LIVING, LLC.**, represents and certifies that he or she is a duly elected officer of **LILLYS LUXURY LIVING, LLC.**, and has been fully empowered, by proper resolution of the Board of Directors of **LILLYS LUXURY LIVING, LLC.**, to execute and deliver this mortgage; that **LILLYS LUXURY LIVING, 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, LILLYS LUXURY LIVING, LLC. has caused this mortgage to be executed this **1st** day of **October, 2021**.

LILLYS LUXURY LIVING, LLC.



Liliana Dos Santos (Seal) **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 **Liliana Dos Santos** who having been duly sworn, stated that he is the **Member** on behalf of **LILLYS LUXURY LIVING, LLC.** who acknowledged the execution of the foregoing Mortgage for and on behalf of said **LILLYS LUXURY LIVING, LLC.** and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this **1st** day of **October, 2021**.



Brenda Sohowich, Notary Public
A Resident of Porter County

MY COMMISSION EXPIRES:

11-5-2022

STATE OF INDIANA)
) SS:

Initials LS



NOT AN OFFICIAL DOCUMENT

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared _____ (witness), being known or proved 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 **Liliana Dos Santos**, the **Member** on behalf of **LILLYS LUXURY LIVING, LLC**. in the foregoing subscribing witness' presence.

WITNESS my hand and Notarial Seal this 1st day of **October, 2021**.

_____, Notary Public
A Resident of _____ County

MY COMMISSION EXPIRES:

This Instrument Prepared By: **Brad Burau**
17171 Park Row, Suite 100, Houston TX 77084
Our file No. **1347 Williams St, Gary, IN 46404**

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.
By: Branda Schmitz

Initials LD