

NOT AN OFFICIAL DOCUMENT

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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 **Community Homes Incorporated** of Porter County, Indiana, as MORTGAGOR,

MORTGAGES AND WARRANTS

to Camino Real Investment Family Limited Partnership- 3215 NW 63rd St, Boca Raton, FL 33496, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

Lot Numbers Twenty-Four (24) and Twenty-Five (25), in Block Number One (1), as marked and laid down on the Recorded Plat of Wheeler and Petty's Addition to Tolleston, in the City of Gary, Lake County, Indiana, the same as appears in Plat Book Number Two (2), Page Sixty (60), in the Recorder's Office in Lake County, Indiana. **APN: 45-08-16-202-001.000-004**

Commonly known as 597 W 21st Ave, Gary, IN 46407, USA

and the rents and profits therefrom, to secure the payment of the principal sum of Ninety Thousand and 00/100 Dollars, **(\$90,000.00)** 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. 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. ME (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 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:

Initials: ME

Greater Indiana Title Company IN014443

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Property of Lake County Recorder

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: Brenda Sobovich

Initials: me