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2022-526550
06/28/2022 01:44 PM
TOTAL FEES: 55.00
BY: SP
PG #: 6

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Prepared by/return to:
David A. Wolfe
1525 Oregon Pike Suite 2001
Lancaster, PA 17601

Parcel ID: 45-08-26-303-015-000-019

THIS MORTGAGE, made This 24th Day of June 2022

BETWEEN: **Reliable Properties, LLC**, hereinafter called the "Borrower",

And:

Prime Funding Group, LLC, successors and or assignees, ATIMA hereafter called the lender,

(--both lender and borrower parties hereto, whether one of more, being herein referred to as though singular in number--). WITNESSETH:

WHEREAS, the borrower stands bound to pay the lender the just outstanding principal debt of (\$130,000.00) **One hundred thirty thousand dollars** ----- 00/100, on **August 1, 2023** and also to perform other obligations for security of the debt as set forth in a certain Bond dated **June 24, 2022**. THEREFORE, in consideration of said debt, and for better securing payment thereof as well as performance of said other obligations--

1. The borrower hereby GRANTS and CONVEYS to the lender:

The attached Exhibit "A"
Also known as 4114 Alabama St, Hobart, IN 46342

Together with all present and future buildings, improvements, ways, waters, rights, liberties, privileges, hereditaments and appurtenances thereto belonging or appertaining (without limiting the generality of the foregoing, cooking, heating, ventilating, air conditioning, electrical, plumbing fixtures and equipment, radio and television, antennae, screen and storm doors, storm windows, window screens, and all machinery, equipment and fixtures belonging to or used in any manufacturing, industrial or commercial operation now or hereafter conducted on the premises or for which premises are particularly fitted), and reversions, remainders, rents, issues and profits thereof--

TO HAVE and TO HOLD the same unto the Mortgagee's sole use and benefit forever: PROVIDED, that if the Mortgagor shall cause to be paid to the Mortgagee said principal debt and interest at the time/s hereinbefore provided, together with any payments made by the Mortgagee under Paragraph 3, and shall faithfully perform the other covenants made in said Bond and in Paragraph 2

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hereof, without any deduction, offset, fraud or delay, then said Bond and this Mortgage, and the estate hereby granted, shall terminate and become void, anything hereinbefore contained to the contrary notwithstanding.

2. The Mortgagor COVENANTS that until all money obligations hereunder and under said Bond be fully paid, the Mortgagor, with respect to the above-described premises, will—

(a)—Maintain non-assessable fire insurance, with “extended coverage,” on all insurable property now or hereafter thereon, in such form and amount/s (not less than the principal debt), and with such insurers, as shall be satisfactory to the Mortgagee and reasonably necessary to secure payment of said money obligations in case of fire or other casualty; deliver original insurance policy, and all endorsements and renewals thereof, to the Mortgagee; maintain no such insurance not marked for the benefit of the Mortgagee with a standard mortgagee clause; and in case of loss, immediately give notice thereof the Mortgagee and insurer/s and take all actions requisite for collection of the insurance;

(b)—Pay all real estate taxes, water and sewer rents, and other lien able charges and assessments now or hereafter lawfully imposed thereon by any public authority, before they become delinquent, and produce to the Mortgagee, by December 1 of each year, receipts therefore and for premiums for the above-mentioned fire insurance for the current year, and also pay promptly when due all income, withholding, social security, unemployment compensation, corporation, franchise, capital stock, excise or other Federal, State or local taxes which are or may become liens on the mortgage premises having priority of lien or payment over this mortgage debt, and furnish evidence of such payment to the Mortgagee on the latter’s demand; and

(c)—Keep the same in such good order, condition and repair as the Mortgagee may require; make no alterations without the Mortgagee’s written consent; refrain from committing or permitting the commission of waste; permit inspection by the Mortgagee at all reasonable times; and refrain from transferring, or permitting transfer of, title thereto or of any party thereof to others without the Mortgagee’s prior written consent.

3. The Mortgagor AUTHORIZES the Mortgagee to procure and pay for insurance and repairs, and to pay taxes and other aforementioned charges in case, and to the extent, of any default by the Mortgagor in performance of obligations under Paragraph 2 and agrees that any such payment/s by the Mortgagee, together with interest thereon, shall be added to and collectible as part of the principal debt.

4. Assignment of Leases and Rents. Mortgagor assigns, grants, bargains, conveys and mortgages to Lenders as additional Security all the right, title and interest in the following (property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extension, renewals, modifications or replacements (leases).

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B. Rents, issues, and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipt, revenues, proceeds, royalties, bonuses, accounts, contract rights, general intangibles and all rights and claim which Mortgagor may have in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

5. The Mortgagor AGREES that upon any DEFAULT continuing for more than five days in payment of the principal debt or any installment thereof or interest thereon at the time/s specified, or upon default in performance of any other obligation or condition of the aforementioned Bond or of this Mortgage, or upon the bankruptcy or receivership of, or proceedings for debtor relief under the Bankruptcy Act by, and Mortgagor party (-but subject to any applicable non-waivable statutory rights to cure default or restrictions on foreclosure-)-

- (a) -The entire principal debt shall, at the option of the Mortgagee, may become due; and payment of the same, with interest, items paid by the Mortgagee under Paragraph 3, an attorney's commission of 15% on the total and costs of suit, may be enforced and recovered at once, by either or both action/s of mortgage foreclosure, writ/s of execution on judgment/s obtained on said Bond, or any other appropriate remedies hereon or on said Bond, by whatever name designated, without stay or exemption from execution of other process, and with full release or errors, notwithstanding any law or usage, or anything contained herein or in said Bond, to the contrary; and
 - (b) -The Mortgagee may, without legal process, take possession of all or any part/s of the property appurtenances described in Paragraph 1, and hold, manage, use, operate or lease the same in such manner, to such parties, and for such periods, and may apply the net proceeds to costs, expenses, maintenances, repairs, insurance, interest, principal, taxes and/or prior liens in such order, as may be determined solely by the Mortgagee; and the Mortgagor, on demand of the Mortgagee, will assign and delivery to the Mortgagee all leases of the property. Such taking of possession or assignment of leases shall not relieve any default or prevent or delay enforcement of any other remedy provided in this Mortgage or said Bond.
6. The Mortgagor AGREES that the estates, interests, rights, options, remedies, conditions, covenants and obligations created hereby, or referred to herein, shall ensure to the benefit of, or jointly and severally bind, not only the respective parties hereto but also their HEIRS, legal representatives, successors and assigns, as fully as though the latter were specifically mentioned in each instance; and that

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failure of the Mortgagee to exercise any rights or remedies hereunder shall not constitute a waiver thereof.

7. CONFESSION OF JUDGMENT

Borrower hereby irrevocably authorizes and empowers the prothonotary or clerk or any attorney of any court of record to waive the issuance and service of process and to appear for and confess judgment therein against borrower (or against any and or all of them if more than one) and in favor of lender or any subsequent holder hereof at any time, upon or following an event of default by borrower under any of the documents evidencing or securing any of the obligations or a failure by the borrower to comply with any of the terms of the agreement, for the full amount of all sums due hereunder, including but not limited to, late charges and interest accrued at the highest rate provided herein or in any of the documents evidencing or securing the obligations of borrower to lender. Such confession shall be with all costs of suit and an attorney's commission in an amount equal to all reasonable attorney's fees incurred but in no event less than \$5,000.00. The authority and power to appear for and confess judgment against borrower shall not be exhausted by the initial exercise thereof and the same may be exercised from time to time, as often as the lenders shall deem necessary and desirable, and a verified copy of this agreement shall be sufficient warrant. The lender may, in his sole discretion, exercise the authority contained herein against one or more sureties at one and the same time or at different times, such confession shall be with or without declaration, with release of procedural errors, without stay of execution, and borrower waives the right of inquisition on any real estate levied upon pursuant to the provisions hereof, and does hereby voluntarily condemn same and authorizes the prothonotary to enter upon the writ of execution a voluntary condemnation, and further agrees that the real estate may be sold on a writ of execution with a waiver and release of all relief from all appraisement, stay or exemption laws or rules of court, now in force or hereafter enacted or adopted.



Borrower's Initials

In granting the above warrant of attorney to confess judgment, the borrower hereby knowingly, intentionally, and voluntarily waives any and all constitutional rights the borrower has or may have either upon the confession of judgment against the borrower or (after the maturity of the indebtedness evidenced hereby) upon execution process thereon, by garnishment or otherwise, against borrower or property of borrower to: (a) prior notice; (b) a prior judicial proceeding; and (c) review by an authorized public official; and the borrower expressly waives such rights as an explicit and material part of the consideration hereof.



Borrower's Initials

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IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound, has executed this mortgage the day and year above written.

Signed, sealed and delivered Reliable Properties, LLC

in the presence of


Tajani Farhan Rodriguez, Member

STATE OF Indiana
COUNTY OF Lake

On this 24th Day of June 2022, acknowledged before me the undersigned officer, personally appeared as Tajani Farhan Rodriguez (member of Reliable Properties, LLC), and being authorized to do so executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My commission expires

06/16/2027


Notary Public

I hereby certify that the precise residence of the within mortgagee is
1525 Oregon Pike, Suite 2001, Lancaster, PA 17601


Deborah Wajvoda

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
Mary Kallita

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Lot 19 in Block 2 In Glen Lane Addition, in the City of Hobart, as per plat thereof, recorded in Plat Book 33, page 23, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 4114 Alabama Street, Hobart, Indiana 46342

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Property of Lake County Recorder