

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2022-020679

9:20 AM 2022 Jun 29

REAL ESTATE MORTGAGE

This Real Estate Mortgage ("Mortgage") is given on the 1st day of July, 2022, by Daniel Cox ("Borrower"), whose address is 17251 Donald Court, Lowell, Indiana 46356 to RICHARD D. COX, AS TRUSTEE OF THE RICHARD D. COX REVOCABLE TRUST DATED AUGUST 15, 2013 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty-Five Thousand Six Hundred and Sixty-Two Dollars and Four Cents (\$185662.04). This debt is evidenced by Borrower's Promissory Note or other indebtedness dated July 1, 2022 ("Promissory Note"), which provides for payment in full on or before July 1, 2037. This Mortgage secures to Lender: (a) the repayment of the Note, with interest, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums advanced under this Mortgage, with interest; (c) the performance of Borrowers' covenants and agreements under this Mortgage and the Note. For these purposes, Borrowers mortgage and warrant to Lender, and to Lender's successors and assigns, the following described real estate ("Real Estate") located in Lake County, Indiana:

Lot Numbered Eighty-Five (85) in the Secondary Plat of the Preserves Unit 6, as per plat thereof, recorded on August 28, 2020 as instrument #2020-059969 in the Office of the Recorder of Lake County, Indiana.

Parcel Number: 45-19-13-386-005.000-008

Commonly known as: 17251 Donald Court, Lowell, Indiana 46356

TOGETHER WITH (a) all improvements, replacements, additions, and fixtures on the Real Estate, and (b) all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, growing crops, and timber relating to the Real Estate, all of which are referred to collectively as "Additions", in each case as any of them now exist or may be made, erected, attached, or acquired in the future. The Real Estate and its Additions are called the "Property".

COVENANTS OF PARTIES. Borrowers and Lender covenant and agree as follows:

1. **BORROWERS' COVENANTS AND WARRANTIES REGARDING REAL ESTATE.** Borrowers covenant and warrant to Lender that, as to the Property existing at the time of the execution of this Mortgage, Borrowers are lawfully seized of the estate conveyed by this Mortgage, that Borrowers have the right to mortgage, convey and grant the Property, that

55.00
C# 3744
kt

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Borrowers have good and marketable title to the Property, and that the Property is unencumbered, except for encumbrances of record, and such other encumbrances described in a notice given by Borrowers to Lender ("Encumbrances"). Borrowers warrant and will defend the title to the Property against all claims and demands, subject to the Encumbrances.

2. **SECURITY INTEREST IN FIXTURES.** Borrowers grant Lender a security interest in any fixtures now or later attached to the Real Estate. Borrowers authorize Lender, at Borrowers' expense and on Borrowers' behalf, to execute and file a financing statement or statements in each public office deemed necessary by Lender to perfect his security interest in such fixtures.

3. **PAYMENT OF PROMISSORY NOTE.** Borrowers shall pay, when due, all sums payable under the Promissory Note, including (but not being limited to) principal, interest, late charges, and prepayment penalty or premium.

4. **ESCROW FOR TAXES, ASSESSMENTS, AND INSURANCE.** Not Applicable

5. **APPLICATION OF SUMS.** Unless applicable law or other provisions of this Mortgage or the Promissory Note provide otherwise, all payments received by Lender shall be applied in the following order: first, to costs incurred by Lender as a result of Borrowers' default under this Mortgage or the Promissory Note; second, to late charges; third, to prepayment premium or charge; fourth, to payment for escrow items pursuant to section 4; fifth, to interest; and last, to principal; in each case, when due.

6. **PAYMENT OF PRIOR LIENS.** Not Applicable.

7. **HAZARD INSURANCE.**

7.1 Borrowers shall keep the Property insured against loss by fire, by hazards included within the term "extended coverage" of policies, and by any other hazards for which Lender reasonably requires insurance. The policy or policies providing insurance shall be in amounts and for periods that Lender reasonably requires, shall include a standard mortgage clause, and shall be issued by insurance carrier(s) chosen by Borrowers, but approved by Lender, who shall not unreasonably withhold approval. When Lender requests in writing, Borrowers shall give

Lender (as Lender may choose) either a certificate of insurance (from the carrier), or the policy itself (or a true copy of it).

7.2 When the Property suffers an insured loss, Borrowers shall promptly notify Lender and timely file proof of loss with the carrier. Lender also may file proof of loss.

7.3 Unless Lender and Borrowers otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, if restoration or repair is economically feasible, and if Lender's security is not lessened. If restoration or repair is not economically feasible, or if Lender's security would be lessened, insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrowers.

7.4 If Borrowers abandon the Property, or if within 30 days after Lender gives Borrowers written notice (mailed to the Property Address) as to the willingness of the insurance carrier to pay or settle a claim, and Borrowers do not contact Lender about such claim, Lender may collect insurance proceeds payable upon such claim. Lender then may either use such proceeds to restore or repair the Property, or to apply them to the sums secured by this Mortgage, whether or not then due. Lender shall pay Borrowers any excess, by check mailed to the Property Address.

7.5 Unless Lender and Borrowers otherwise agree in writing, application of proceeds to principal shall not extend or postpone the due date of monthly or periodic payments required by this Mortgage or the Promissory Note, or change the amount(s) of such payment.

7.6 If Lender acquires the Property by foreclosure, Lender also shall acquire Borrowers' right to insurance policies and their proceeds, but only to the extent of unpaid sums secured by this Mortgage.

8. PRESERVATION AND MAINTENANCE OF PROPERTY

8.1 Borrowers shall:

8.1.1 Not commit waste or permit impairment or deterioration of the Property;

8.1.2 Not abandon the Property;

8.1.3 Restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury, or loss to the Property, whether or not insurance proceeds are available to cover the whole or any part of the costs of such restoration or repair;

8.1.4 Keep the Property, including equipment, machinery, and appliances on it, in good repair, and shall replace them when necessary, to keep them in good repair; and

8.1.5 Comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

8.2 Neither Borrowers nor any other person shall remove, demolish, or alter any improvements now existing or subsequently erected on the Real Estate, or any fixture, equipment, machinery, or appliance in or on the Real Estate except when incident to the replacement of fixtures, equipment, machinery, and appliances with items of like kind.

9. PROTECTION OF LENDER'S RIGHTS IN PROPERTY. Not Applicable.

10. **INSPECTION.** Lender or its agent shall have the right to inspect the Property at all reasonable times. Lender shall give Borrowers notice at the time of, or prior to, an inspection specifying reasonable cause for the inspection.

11. **CONDEMNATION.** In the event that the Property or any part of it shall be condemned and taken under power of eminent domain, the proceeds of any award or claim for damages shall be assigned by Borrowers to Lender, and shall be paid to Lender. Such amount shall be credited on the sums then secured by this Mortgage, and the balance, if any, shall be paid to Borrowers.

12. **SUCCESSORS AND ASSIGNS BOUND.** All terms of this Mortgage and the Note shall be jointly and severally binding upon Borrowers and upon each and all of Borrowers' successors in ownership of the Property, as well as upon all heirs and legal representatives of Borrowers.

13. **ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BORROWERS. Not Applicable.**

14. NOTICES.

14.1 Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication required or allowed under this Mortgage ("Notice") shall be in writing, and shall be given to a party at the address stated in this Mortgage, or at such other address as a party may designate in a Notice to the other party.

14.2 Notice shall be deemed given when:

14.2.1 Personal service of the Notice is made on the party to be notified (but the party need not be at the address designated under section 14.1);

14.2.2 The Notice is mailed to the party to be notified by means of first class U.S. mail, postage prepaid; or

14.2.3 The Notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier guaranteeing next day delivery.

14.3 Refusal by a party to accept a Notice shall not affect the giving of the Notice.

15. **SEVERABILITY.** A conflict of any provision in this Mortgage or in the Promissory Note with applicable law shall not affect other provisions which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Promissory Note are declared to be severable.

16. **TRANSFER OF THE PROPERTY.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Mortgage or contained in any Promissory Note.

17. **EVENT OF DEFAULT; ACCELERATION; REMEDIES; REINSTATEMENT RIGHTS.**

17.1 **Event of Default.** For the purposes of this Mortgage, the term "Event of Default" shall mean any of the following:

17.1.1 The making by Borrowers of any false or inaccurate representation in this Mortgage, the Promissory Note, or any document related to them;

17.1.2 Borrowers' breach of any warranty made in this Mortgage; or

17.1.3 Borrowers' failure to observe or comply with any provision or covenant in this Mortgage, the Promissory Note, or any document related to them.

17.2 **Notice of Default.** Lender shall give Notice to Borrowers prior to acceleration following an Event of Default (but not prior to acceleration under section 16 unless applicable law provides otherwise). The Notice shall specify:

17.2.1 The Event of Default;

17.2.2 The action required to cure the Event of Default;

17.2.3 A date, not less than 15 days from the date the notice is given to Borrower, by which the Event of Default must be cured; and

17.2.4 That failure to cure the event of Default on or before the date specified in the Notice may result in acceleration of the sums secured by this Mortgage and foreclosure of this Mortgage by judicial proceedings.

17.3 **Acceleration; Remedies.** If an Event of Default is not cured on or before the date specified in the Notice, Lender at its option, shall have the following remedies, which are cumulative and are not mutually exclusive:

17.3.1 May require immediate payment in full of all sums secured by this Mortgage;

17.3.2 May foreclose this Mortgage by judicial proceedings;

17.3.3 May collect all costs incurred in pursuing any remedies including, but not limited to, reasonable attorneys' fees, costs of title evidence and survey, and expenses for environmental testing (which testing Lender reasonably believes is necessary to protect Lender's

interest in the Property); and survey and expenses for environmental testing (which testing Lender reasonably believes is necessary to protect Lender's interest in the Property); and

17.3.4 May require payment of escrow items as provided in section 4.7.

17.4 Joint Liability. Borrowers shall be jointly and severally liable for Events of Default.

17.5 Borrowers' Right to Reinstate. Borrowers shall have the right to reinstate this Mortgage after an Event of Default at any time prior to the entry of judgment upon satisfaction of the following requirements:

17.5.1 Borrowers pay Lender all sums due and owing pursuant to this Mortgage or the Promissory Note, had acceleration not occurred;

17.5.2 Borrowers cure any default of any other covenants or agreements related to the Property; and

17.5.3 Borrowers pay all costs incurred in enforcing this Mortgage including all court costs, attorney's fees and expert witness fees.

18. BORROWERS NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy under this Mortgage or the Promissory Note shall not be a waiver, or preclude the exercise, of any right or remedy.

19. LENDER IN POSSESSION; RECEIVERSHIP. If Lender accelerates pursuant to section 17, or Borrowers abandon the Property, Lender also shall be entitled to take possession of the Property, and to have a receiver appointed to enter upon, take possession of, and manage the Property, and to collect the rents and profits of the Property (including those past due). Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

20. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrowers (except for recording fees, which shall be Borrowers' expense).

21. **WAIVER OF VALUATION AND APPRAISEMENT.** Borrowers waive all right of valuation and appraisal laws.

22. **AUTHORITY TO SIGN.** Each person signing this Mortgage in a representative capacity on behalf of Borrowers warrant and represent to Lender that:

22.1 The person so signing this Mortgage has the actual authority and power to sign, and to bind Borrowers and Borrowers' agents, successors, spouses and assigns to this Mortgage; and

23. **MISCELLANEOUS.**

23.1 **Governing Law.** This Mortgage shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Indiana.


23.2 **Headings.** Section headings are included solely for convenience, and in no event shall affect or be used in connection with the interpretation of this Mortgage.

23.3 **Time of Essence.** Time is of the essence in this Mortgage.

23.4 **Computation of Time.** In computing a time period prescribed in this Mortgage, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or a legal holiday.

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BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrowers and recorded with it, and Borrowers acknowledge receipt of a copy of this Mortgage.


Daniel Cox
(Borrower)

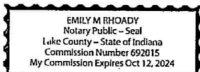
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)


On this 1st day of July, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel Cox and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal.

My County of Residence: lake

My County of Residence: lake




Notary Public
Emily M. Rhoady
Printed Name

This instrument prepared by Douglas K. Walker, Attorney at Law, Law Office of David Gladish, P.C., 3235 45th Street, Highland, IN 46322. Attorney No. 21418-45

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.

/s/ Douglas K. Walker
Douglas K. Walker