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2023-520346 06/28/2023 03:29 PM TOTAL FEES: 55.00 BY: JAS PG #: 3 RECORDED AS PRESENTED STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

RECORDING COVER SHEET

Mortgage

FILE NUMBER: IN2304125

Mortgagor: Hardy Investments LLC

Mortgagee: Conduit Capital Lending Fund, LLC

AFTER RECORDING, PLEASE RETURN TO:

NEAR NORTH TITLE GROUP, LLC.

101 E 90th Drive, Ste C

Merrillville, IN 46410

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REAL ESTATE MORTGAGE

This indenture witnesseth that Hardy Investments LLC of Lake County, Indiana, as MORTGAGOR,

MORTGAGES AND WARRANTS

to Conduit Capital Lending Fund, LLC.- 2701 W 45th St, Gary, IN 46408, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

LOT 13 IN BLOCK 12 IN JUNEDALE SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 4761 Jefferson St, Gary, IN 46408, USA

and the rents and profits therefrom, to secure the payment of the principal sum of One hundred Nineteen Thousand and 00/400 Dollars, (\$119,000.00) 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 overlamping 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 unimbabitable and will not be inhabited by Mortgagor or any other party during the term of this mortgage.

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:

 Default by 	Mortgagor for a per	riod of Thirty (3 0)) days in the	e payment of	f (i) any ins	tallment o	of the
Initials: // //	Mortgagor for a per — エル 230-116	35.LM					

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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 **Hardy Investments LLC**, represents and certifies that he or she is a duly elected officer of **Hardy Investments LLC**, and has been fully empowered, by proper resolution of the Board of Directors of **Hardy Investments LLC**, to execute and deliver this deed; that **Hardy Investments 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, Hardy Investments LLC, has caused this mortgage to be executed this 27th day of June, 2023.

Hardy Investments LLC, By:

Sein Hardy, President	S .
EXECUTED AND DELIVERED in my	presence:
Witness:	
STATE OF INDIANA)	OUNT
) SS:	*/) x
COUNTY OF LAKE)	9
having been duly sworn, stated that he/sh acknowledged the execution of the foreg	aid County and State, personally appeared Seth Hardy who is is the President on behalf of Hardy Investments LLC, who oing Mortgage for and on behalf of said Hardy Investment tated that the representations therein contained are true.
WITNESS of Land and Notarial Seal this	s 27th day of June, 2023. MY COMMISSION EXPIRES:
Lisa M Matson Notary Public	02/01/2024
A Resident of Lake County	MATS COME
Return to and prepared by: Adam Burau This Instrument Prepared By: Conduit Ca 2701 W 45th St, Gary, IN 46408 Our file No. 4761 Jefferson St, Gary, IN 4	pital Lending Fund, LLC.
l affirm, under the penalties for perjury, th each social security number in this documbly: Adam Burau	at I have taken reasonable care to redact E OF INCLUDE.
Initials:	