

# NOT AN OFFICIAL DOCUMENT

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 90<sup>th</sup> 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 00/100 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 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.** JH (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 arc 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 period of **Thirty (30)** days in the payment of (i) any installment of the

Initials: JH IN 2304125-LM  
2022

