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## REAL ESTATE MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Section 13. Certain rules regarding the usage of words used in this document are also provided in Section 11.

- (A) **"Security Instrument"** means this document, which is dated: **September 8, 2023.**
- (B) **"Mortgagor"** is: **NWI Homes LLC**  
whose address is: **200 W Glen Park Ave**  
**Griffith, IN 46319**
- (C) **"Borrower"** is: **NWI Homes LLC**  
whose address is: **200 W Glen Park Ave**  
**Griffith, IN 46319**
- (D) **"Lender"** is: **Goliath LLC**  
whose address is: **1182 Sawgrass Drive**  
**Griffith, IN 46319**

*INO 17135*

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(E) **"Note"** means the promissory note signed by Borrower as promisor and Mortgagor, and dated: **September 8, 2023**.

The Note states that Borrower owes Lender the following sum:

**Seventy Thousand Dollars and 00/100 (U.S. \$70,000.00)** plus interest.

Borrower has promised to pay this debt in full in the form of a balloon payment upon the sale of the Property.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Applicable Law"** means all controlling applicable federal, State of Indiana, and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) **"Successor in Interest of Mortgagor"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or Mortgagor's obligations under this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under the Note and Mortgagor's covenants and agreements under this Security Instrument. For this purpose, Mortgagor does hereby grant, bargain, convey, mortgage and warrant to Lender and Lender's successors and assigns the following described property located in the County of **Lake**, in the State of **Indiana**:

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Legal Description:

**LOT 13 IN BLOCK 5 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.**

which currently has the address of:

**526 West 49<sup>th</sup> Avenue, Gary, IN 46408**

and is assessed for real estate taxes as Parcel Number(s):

**45-08-33-257-022.000-004**

together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR COVENANTS that mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, bargain, convey, mortgage and warrant the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor, Borrower, and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency by means of cash, certified check, money order, electronic funds transfer, direct deposit, or personal check. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may

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accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future; however, if accepted, Lender is obligated to apply such payments at the time such payments are accepted. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2 and in the Note, incorporated herein by reference, all payments accepted and applied by Lender shall be applied in the order of priority as stated in the Note. Any remaining amounts shall be applied first to late charges, if any, and then to reduce the principal balance of the Note.

**3. Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

**4. Property Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for an amount no less than the principal balance of the Note. This insurance shall be maintained in such amount (including deductible levels) and for the periods that the Note is in effect. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably.

If Mortgagor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Mortgagor's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Mortgagor, Mortgagor's equity

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in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagor could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right review the policies and renewal certificates. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor. Unless Lender and Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Mortgagor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Mortgagor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Mortgagor hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Mortgagor's rights (other than the right to any refund of unearned premiums paid by Mortgagor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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## **5. Preservation, Maintenance and Protection of the Property; Inspections.**

Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagor is in possession of the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if economically feasible.

Lender or Lender's agent may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**6. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 6, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 6.

Any amounts disbursed by Lender under this Section 6 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

**7. Mortgagor and Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Mortgagor or Borrower or

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any Successors in Interest of Mortgagor or Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Mortgagor or Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagor or Borrower or any Successors in Interest of Mortgagor or Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**8. Successors and Assigns Bound.** Subject to the provisions of Section 13, any Successor in Interest of Mortgagor or Borrower who assumes Mortgagor's or Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Mortgagor's or Borrower's rights and benefits under this Security Instrument. Mortgagor and Borrower shall not be released from Mortgagor's and Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

**9. Loan Charges.** Lender may charge Mortgagor and Borrower fees for services performed in connection with Mortgagor's or Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees.

**10. Notices.** All notices given by Mortgagor, Borrower, or Lender in connection with this Security Instrument must be in writing. Notice of Default to Mortgagor and Borrower, as Default is defined in the Note, shall be delivered by certified U.S. Mail, return receipt requested, to the address of Mortgagor and Borrower designated under the Note. Any other notice to Mortgagor or Borrower in connection with this Security Instrument shall be deemed to have been given to Mortgagor or Borrower when mailed by first class mail or when actually delivered to Mortgagor's or Borrower's notice address if sent by other means. The notice address shall be the address Mortgagor or Borrower have designated under the Note or a substitute address provided in writing by Mortgagor or Borrower to Lender. Mortgagor and Borrower shall promptly notify Lender of Mortgagor's and Borrower's change of address. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address designated under the Note unless Lender has designated another address in writing to Mortgagor and Borrower. Any notice in connection with this Security Instrument shall be deemed to have been given to Lender when mailed by first class mail or when actually delivered to Lender's notice address if sent by other means. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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**11. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**12. Borrower's and Mortgagor's Copies.** Borrower and Mortgagor shall be given one copy of the Note and of this Security Instrument.

**13. Transfer of the Property.** As used in this Section 13, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower and Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower or Mortgagor.

**14. Mortgagor's and Borrower's Rights to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 16 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor or Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting



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Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Mortgagor or Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

**15. Sale of Note; Notice of Grievance.** The Note or a partial interest in the Note, together with this Security Instrument, shall be sold or assigned only upon prior written agreement between Mortgagor, Borrower and Lender.

Neither Mortgagor, Borrower, nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Mortgagor, Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 10) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Mortgagor and Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 15.

**16. Acceleration; Remedies.** Lender shall give notice to Mortgagor and Borrower prior to acceleration following Mortgagor's or Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor and Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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17. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and cancel the Note. Lender shall provide to Borrower the cancelled Note and shall provide to Mortgagor a properly executed, recordable release of this Security Instrument within a reasonable time. The costs of recording such release shall be the responsibility of Mortgagor.

18. **Waiver of Valuation and Appraisement.** Mortgagor waives all right of valuation and appraisement.

IN WITNESS WHEREOF, NWI Homes LLC has/have executed this Security Instrument on this 8 day of Sept, 2023

NWI Homes LLC

By: \_\_\_\_\_

Printed Name: **Justin Smits**

Title: **Member**

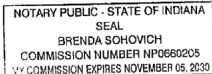
State of IN )

) SS:

County of LAM )

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Justin Smits** as **Member of NWI Homes LLC** for and on behalf of said Company, and acknowledged the execution of the foregoing instrument, and who, having been duly sworn upon his/her oath, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 8 day of Sept, 2023



Notary Public (Signature)

Brenda Schovich  
Notary Public (typed or printed name)

Notary's County of Residence: Porter

Notary's Commission Expires: 11/5/2030

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AFTER RECORDING RETURN DOCUMENT TO:

**Goliath LLC**

**1182 Sawgrass Drive**

**Griffith, IN 46319**

This instrument was prepared by Justin Smits 200 W Glen Park Ave Griffith, IN 46319

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. \_\_\_\_\_



Property of Lake County Recorder