

2023-031164
08/27/2023 03:15 PM
TOTAL FEES: 55.00
BY: JAS
PG #: 4
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

REAL ESTATE MORTGAGE

This indenture witnesseth that **Brian Stotmeister**, of Lake County, Indiana, as MORTGAGOR, MORTGAGES AND WARRANTS to **Kevin Hansberger**, whose mailing address is **816 W. 39th Pl Hobart, IN 46342** as MORTGAGEE, the following real estate in Lake County, State of **Indiana**, to wit:

Lot Numbered 25 and 26, Block 4, as marked and laid down on the recorded plat of Schug Park South Broadway Addition to Gary, Indiana, in Lake County, Indiana, as same appears of record in Plat Book 8, page 9, in the Office of the Recorder of Lake County, Indiana

Commonly known as: 700 E. 36th Ave. Gary, IN 46409

and the rents and profits therefrom, to secure the payment of the principal sum of **One Hundred Ten Thousand and 00/100 Dollars, (\$110,000.00)**, 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.

This mortgage is second and junior to a mortgage to Leonard Karl Hansberger and Ella Jane Hansberger. 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.

The undersigned person executing this mortgage represents and certifies that he has full capacity to mortgage the real estate described herein; and that all necessary action for the making of such mortgage has been taken and done.

Initials BS

NOT AN OFFICIAL DOCUMENT

September, 2023.

Brian Stotmeister (Seal)
Brian Stotmeister

EXECUTED AND DELIVERED in my presence:

Timothy R. Smar (Seal)
Witness: Timothy R. Smar

STATE OF INDIANA)

) SS :

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **Brian Stotmeister** who acknowledged the execution of the foregoing Mortgage, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 21st day of September, 2023.

12-03-2027 MY COMMISSION EXPIRES:
Nicole Powell, Notary Public A Resident of
Lake County



STATE OF INDIANA)

) SS :

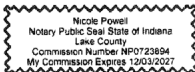
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Timothy R. Smar, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Brian Stotmeister** in the foregoing subscribing witness' presence.

Initials BS
WITNESS my hand and Notarial Seal this 21st day of September, 2023.

NOT AN OFFICIAL DOCUMENT

_____, MY COMMISSION EXPIRES: 12/03/2027
_____, Notary Public Nicole Powell A Resident of
Lake County



Property of Lake County Recorder

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 Kalleff

This Instrument Prepared By: **Kevin Hansberger**

816 W. 39th Pl Hobart, IN 46342

Our file No. 700 E. 36th Ave. Gary, IN 46408

Initials BS

NOT AN OFFICIAL DOCUMENT

Lots Numbered Twenty-Five (25) and Twenty-six (26), Block 4, as marked and laid down on the recorded plat of Schug Park South Broadway Addition to Gary, Indiana, in Lake County, Indiana as same appears of record in Plat Book 8, page 9, in the Recorder's Office of Lake County, Indiana.

Commonly known as 700 East 36th Avenue, Gary, IN 46409

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