

REAL ESTATE MORTGAGE

This indenture witnesseth that **Housemart, Inc.**, whose mailing address is **2929 Jewett Ave., Highland IN 46322** of **Lake County, Indiana**, as MORTGAGOR,

MORTGAGES AND WARRANTS

To **Connie Miller and James Dwyer**, an undivided interest of **75.45%**, whose mailing address is **1189 Kettering Road, Marion Iowa 52302** and **Quest Trust Company FBO Mitchell M Guess IRA #1772411**, undivided interest of **24.55%**, whose mailing address is **17171 Park Row #100, Houston TX 77084** as MORTGAGEE, the following real estate in **Lake County, State of Indiana**, to wit:

LEGAL DESCRIPTION: Lot Numbered 18 and the East 1/2 of Lot 17 in Block 15 as shown on the recorded plat of subdivision of Block's

Parcel Number: 45-08-28-451-013.000-004

Commonly known as: 615 West 43rd Avenue, Gary, IN 46408

and the rents and profits therefrom, to secure the payment of the principal sum of **One Hundred Fifty-three Thousand Seven Hundred Fifty and 00/100 Dollars, (\$153,750.00)**, 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.

The obligation under the promissory note for which this mortgage acts as security matures on December 12, 2024.

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 on behalf of **Housemart, Inc.**, represents and certifies that he or she is a duly authorized representative of **Housemart, Inc.**, and has been fully empowered by proper resolution to execute and deliver this Mortgage; and that all necessary action for execution of this Mortgage has been taken and done.

Initials *WS*

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, Housemart, Inc., has caused this mortgage to be executed this 12th day of December, 2023.

Housemart, Inc.

By: [Signature]
Wayne Sheaffer, President

STATE OF INDIANA)
) SS :
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Wayne Sheaffer, President of Housemart, Inc.**, who acknowledged the execution of the foregoing Mortgage for and on behalf of said **Housemart, Inc.**, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 12th day of December, 2023.

MY COMMISSION EXPIRES:
January 25, 2026

Laura A. Whitehouse
Notary Public
A Resident of Lake County

This Instrument Prepared By: **Jose C. Sandoval, Attorney at Law**
2929 Jewett Ave, Highland IN 46322 (219-393-0606)
Our file No. 615 W 43rd Ave, Gary, IN 46408



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

MaryKaletta

Initials WS