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CARE COUNTY
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GINA PIRMOTEL
GINA PIRMOTEL

RECORDER

PG #: 3

RECORDED AS PRESENTED

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that the Roman Catholic Diocese of Gary, Indiana (the "Mortgagee") of Lake County, State of Indiana,

MORTGAGES AND WARRANTS TO Manuel A. Corazzari (the "Mortgagor") of Lake County, State of Indiana, the real estate in Lake County, Indiana, located at 4427 Olcott Ave., East Chicago, Indiana 46312, legally described as follows:

Lot 20, except the North 12.5 feet therefrom, all of Lots 21, 22, 23 and 24, in Block 11 in the East Chicago Subdivision of the West 1317.5 feet of the Northeast Quarter of Section 29, Township 37 North, Range 9 West of the 2nd Principal Meridian, as shown in Plat Book 2, page 15, in the Office of the Recorder of Lake County, Indiana

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated in the principal amount of Ninety-Seven Thousand Dollars (\$97,000.00) with interest as therein provided.

Said principal and interest are payable as follows: The principal sum of Ninety-Seven Thousand Dollars (\$97,000.00) shall be paid beginning February 24, 2024 at the rate of Six Hundred Fifty Dollars (\$650.00) per month thru February 24, 2025, after which the monthly payment shall increase to Seven Hundred Dollars (\$700.00) thru February 24, 2026, after which the payment shall increase to Eight Hundred Fifty Dollars (\$850.00) per month through February 24, 2032, after which the payment shall increase to One Thousand Dollars (\$1,000.00) per month until paid in full, as provided for in an executed Promissory Note Secured by Mortgage. All payments shall have an interest of 5% per annum.

The Mortgagor covenants and agrees with the Mortgagee that:

- Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws and with attorneys' fees. All payments shall be made to the Roman Catholic Diocese of Gary, Indiana at 9292 Broadway, Merrillville, Indiana 46410.
 - Prepayment. There is no penalty for early prepayment of the Mortgage.
- No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgagod Premises or any part thereof for more than forty-five (45) days.

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- 4. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance with insurance companie(s) acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgaged any reasonably require from time to time and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully valid.
- 5 Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 6. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve percent (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgage in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
- 7. Default by Mortgagor: Remedies of Mortgagoe. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgagod Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgagod premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagoe may continue the abstract of title to the Mortgagod Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 8. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgager is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgager hereunder. The Mortgage may enforce anyone or more of his rights or remedies hereunder successively or concurrently.
- 9. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien-holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this

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mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

General Agreement of Parties. All rights and obligations hereunder shall extend to 10. and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs. IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 15 MANUEL A. CORAZZARI

5739 Taft Place

Merrillville, IN 46410 MANNE CODERANI

STATE OF INDIANA)
COUNTY OF OTE) SS:)

BEFORE ME, the undersigned, a notary public for County, State of Indiana, personally appeared Manual A. Corazzari, and acknowledged the execution of the above and foregoing Montgage, this 14 tay of Jan ,2024.

My Commission Expires:

This Document Prepared By: Robert M. Schwerd, Attorney for Seller SCHWERD, FRYMAN & TORRENGA, LLP 825 E. LINCOLNWAY VALPARAISO, IN 46383 (219) 841-5683

PREPARED BY: Sincial