

REAL ESTATE MORTGAGE

This indenture witnesseth that **NANCY L. FRITZ** (hereinafter referred to as the "Mortgagor"), **MORTGAGES AND WARRANTS** to **JAMES G. PARLOR** and **CORY E. PARLOR, husband and wife** (hereinafter collectively referred to as the "Mortgagee"), the following real estate in Lake County, State of Indiana (hereinafter referred to as the "Real Estate"), to-wit:

Lot 28, except the East 37.50 feet thereof, in Royal Hawk, in the City of Crown Point, as per plat thereof, recorded in Plat Book 94, page 66, in the Office of the Recorder of Lake County.

Commonly known as 450 Holley Drive, Crown Point, Indiana 46307.

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 Real Estate, and all the rents, issues, income and profits thereof (hereinafter collectively referred to as the "Mortgaged Property").

This Mortgage is given to secure payment and full performance by Mortgagor of:

the principal of and interest on the indebtedness evidenced by a certain Promissory Note (hereinafter referred to as the "Note"), dated March 15, 2024, given by Mortgagor to Mortgagee, in the principal sum of Sixty Thousand and No/100 (\$60,000.00) Dollars and any other amounts payable to Mortgagee pursuant to the terms and provisions of the Note (hereinafter referred to as the "Primary Debt");

together with all covenants and agreements contained in this Mortgage, and all sums advanced and costs and expenses incurred by Mortgagee pursuant to the terms of this Mortgage (including without limitation advancements, costs of collection and reasonable attorney's fees) (hereinafter collectively referred to with the Primary Debt as the "Indebtedness").

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Mortgagor hereby further covenants with the Mortgagee as follows:

1. **Payment of Sums Due.** Mortgagor covenants and agrees to promptly pay the principal of and interest on the Primary Debt and the other Indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorney's fees and costs of collection.

2. **Care and Condition of Mortgaged Property.** Mortgagor shall (a) promptly repair, restore or rebuild the Mortgaged Property, or any portion thereof, which is damaged or destroyed; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's lien or claims for liens not expressly subordinated to this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to the lien of this Mortgage; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use; (e) permit no change in or alteration of the design, structural character or general nature of the Real Estate and the Improvements without Mortgagee's prior written consent (which consent shall not be withheld unreasonably); (f) permit Mortgagee to enter upon and inspect the Mortgaged Property at all reasonable times.

3. **Warranties.** Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Mortgaged Property and has a good and legal right to convey and mortgage the Mortgaged Property; and (b) the Mortgaged Property is and will remain free from all liens and encumbrances except only mortgages and liens in favor of Mortgagee and mortgages and liens which are secondary and subordinate to any mortgages and liens in favor of Mortgagee, and Mortgagor will warrant and defend title to the Mortgaged Property against all claims made thereon.

4. **Insurance.** Mortgagor will keep the Mortgaged Property insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Mortgagee shall be named as an additional insured on all such policies, which policies shall contain a thirty (30) day notice of cancellation requirement in favor of Mortgagee. Any monies received as payment for any loss under any of the required insurance paid over to Mortgagee may be applied, at the option of Mortgagee, either to the prepayment of any portion of the Indebtedness, without premium, or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Mortgaged Property. The insurance carried and maintained by Mortgagor shall be with a company or companies holding a minimum AM best rating of A-/Excellent. Mortgagor shall provide to Mortgagee, upon execution hereof and thereafter upon request, a Certificate of Insurance evidencing the coverage set forth herein with a thirty (30) day cancellation notice provision to be provided to Mortgagee.

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5. **Taxes.** Mortgagor will pay and discharge when due all taxes, general and special assessments, utilities and all other governmental and municipal charges and impositions of any kind imposed upon, assessed against or arising in respect of the Mortgaged Property. Mortgagor shall provide proof of payment to Mortgagee upon request within two (2) business days of payment.

6. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage and/or to pay any amounts Mortgagor is obligated and fails to pay. 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 eight percent (8%) 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 Property, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Property.

7. **Transfer of Mortgaged Property.** Mortgagor shall not, without the prior written consent of Mortgagee (which consent may be withheld **without** reasonable cause), lease, transfer, sell, contract to sell, or in any way further encumber all or any part of the Mortgaged Property.

8. **Condemnation.** If all or any part of the Mortgaged Property, is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. The proceeds of any award or compensation actually received by Mortgagee after deduction therefrom of all costs and expenses including reasonable attorney's fees incurred by Mortgagee in connection with the taking shall be applied, without premium, first, to restoration of the Mortgaged Property with the balance, if any, applied to payment of the Indebtedness. Upon payment in full of the entire indebtedness, including amounts due hereunder, the balance, if any, shall be paid to Mortgagor.

9. **Default and Acceleration.**

(a) The following shall each constitute an "Event of Default" for purposes of this Mortgage:

(i) default by the Mortgagor in any payment provided for in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder; or

(ii) if the Mortgagor shall abandon the Mortgaged Property, or be adjudged bankrupt or insolvent, or if a receiver or trustee shall be appointed for the Mortgagor or any part of the Mortgaged Property, or if any action for bankruptcy or receivership shall be filed which involves the Mortgagor.

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(b) Upon the occurrence of any "Event of Default", and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to

(i) foreclose the mortgage lien created by this Mortgage against the Mortgaged Property, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests; or

(ii) in lieu of foreclosure, accept delivery of the deed and title to the Real Estate.

10. **Foreclosure Proceedings.**

(a) All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage, including without limitation reasonable attorneys' fees and costs, shall constitute Advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the rate of eight percent (8%) per annum, and shall be allowed and included as Indebtedness in the judgment for sale.

(b) The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: First, on account of all Advancements incident to the foreclosure proceedings and all attorney's fees and costs; second, all other items which under the terms of this Mortgage constitute Indebtedness additional to the Primary Debt; third, all principal, interest and other amounts remaining unpaid on the Primary Debt; and fourth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

(c) Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond.

(d) Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage, or the foreclosure of the lien of this Mortgage.

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11. **Cumulative Remedies.** Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

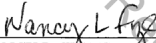
12. **Provisions Severable.** In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

13. **Binding Effect.** This Mortgage shall (a) run with the land, and (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor and Mortgagee, and their respective heirs, administrators, successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note and any other Indebtedness instruments.

14. **Assignment.** This Mortgage may not be assigned by the Mortgagor without the prior written consent of the Mortgagee.

15. **Miscellaneous.** The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is to be recorded, shall not be effective until recorded. The invalidity, illegality or unenforceability of any provision herein shall not affect the validity, legality or enforceability of any other provision of this Mortgage.

Dated this 15th day of March, 2024.



NANCY L. FRITZ

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STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of March, 2024, personally appeared NANCY L. FRITZ and acknowledged the execution of the foregoing Real Estate Mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Jan R. Hon, Notary Public
Resident of Porter County

My Commission Expires:
January 16, 2029

Commission No.: NP0641256



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.

/s/Benjamin T. Ballou
Benjamin T. Ballou

This instrument prepared by: Benjamin T. Ballou
Ballou Law, LLC
216 S. Main Street
Crown Point, IN 46307