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PG #: 3 RECORDED AS PRESENTED GINA PIMENTEL RECORDER

MNW2402021

REAL ESTATE MORTGAGE

This indenture witnesseth that Happyhouses, LLC, 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:

REDIV. HOFFMANS 1ST ADD. ALL L.33 BL.2 ALL L.34 BL.2

Commonly known as: 4732 Towle Ave, Hammond, IN 46327

and the rents and profits therefrom, to secure the payment of the principal sum of One Hundred Seventy Thousand and 00/100 Dollars, (\$170,000.00), 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 funior to a mortgage to Hansberger Holdings, LLC. recorded immediately prior to this mortgage.

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

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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 Happyhouses, LLC, represents and certifies that he or she is a duly elected officer of Happyhouses, LLC, and has been fully empowered, by proper resolution of the Board of Directors of Happyhouses, LLC, to execute and deliver this deed; that Happyhouses, LLC, has full corporate capacity to mortgage the real estate described herein; and that all necessary corporate action for the making of such mortgage has been taken and done.

IN WITNESS WHEREOF, Happyhouses, LLC, has caused this mortgage to be executed this 25th day of April, 2024.

Happyhouses, LLC,

_____(Seal)

Matthew Turner

Authorized Signer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Matthew Turner who having been duly sworn, stated that he is an authorized signer on behalf of Happyhouses, LLC, who acknowledged the execution of the foregoing Mortgage for and on behalf of said Happyhouses, LLC, and who, having been duly sworn, stated that the representations therein contained are true.

County,

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WITNESS my hand and Notarial Seal this 25th day of April, 2024.

MY COMMISSION EXPIRES:

2/8/26

JENNIFER ARMES
Notary Public - Seal
Lake County - State of Indiana
Commission Number NPO709320
My Commission Expires Feb 8, 2026

Jennifer Armes

A Resident of Lake County

This Instrument Prepared By: Kevin Hansberger 816 W 39th PI, Hobart, IN 46342 Our file No. 4732 Towle Ave, Hammond, IN 46327

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. Jennifer Armes

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