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MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT ("Mortgage") is entered into as of August 1, 2024 by and between Deborah Kohen ("Mortgagor") and William & Judith Hein ("Mortgagee"). Mortgagor and Mortgagee are collectively herein referred to as the "Parties".

RECITALS

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of One Hundred and Forty Thousand and 00/100 Dollars (\$140,000) in lawful money, and has agreed to pay the same.

NOW THEREFORE, in consideration of this recital and other good and valuable consideration, the Parties wish to enter into this Mortgage on the terms set forth below.

TERMS

1. GRANTING CLAUSE

To secure timely payment and performance under the Notes, Mortgagor does hereby by grant, assign, bargain, pledge, and convey to the Mortgagee a security interest in all right, title, and interest in the property situated at 7503 W. 128th Ave. Cedar Lake, Indiana 46303 (the "Premises"), more particularly described in Exhibit "A" attached hereto and as follows:

- a. All buildings, structures and improvements now or hereafter located on, above, or below the surface of the Premises, or any part and parcel thereof;
- b. All tenements, easements, licenses, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from any adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof;
- c. All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Premises, including all trade, domestic, and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (collectively the "Equipment"), now or hereafter located in, upon, or under said Premises or any part thereof and used or usable in connection with any present or future operation of said Premises now owned or hereafter acquired by Mortgagor; and,
- d. All the common elements appurtenant to any parcel, unit, or lot that is all or part of the Premises.

2. MORTGAGOR COVENANTS

Mortgagor covenants and agrees with Mortgagee as follows:

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CS
1 RM

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED
2024-020393
12:54 PM
2024 Aug 2

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a. Secured Indebtedness

This Mortgage is given as security for the Notes and also as security for any and all other sums, indebtedness, obligations, and liabilities of any kind arising under the Notes or this Mortgage (collectively the "Secured Indebtedness"). The entire Secured Indebtedness shall be equally secured with, and having the same priority as, any amounts owed on the date hereof.

b. Performance of Notes, Mortgage

Mortgagor shall comply with all provisions of this Mortgage and of the Notes and shall promptly pay to Mortgagee the Secured Indebtedness with interest thereon as provided in the Notes.

c. Extent of Payment Other than Principal and Interest

Mortgagor shall pay, when due and payable: (i) all taxes, assessments, and other charges levied on, or assessed, placed, or made against the Premises, this Mortgage, the Secured Indebtedness, or any interest of the Mortgagee in the Premises or the obligations secured hereby; (ii) premiums on policies of fire, earthquake, terrorism, and other hazard insurance covering the Premises, as required herein; (iii) ground rents or other lease rentals; and (iv) other sums related to the Premises or the Secured Indebtedness, if any, payable by Mortgagor.

d. Care of Premises

Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any waste, whether affirmative, voluntary, or ameliorative, to the Premises.

3. DEFAULTS

a. Event of Default

The occurrence of any one of the following events not cured within 10 days after written notice for monetary defaults, or not cured within 10 days after written notice for non-monetary defaults, shall constitute an "Event of Default:" (i) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance, or other charges, as herein above provided, when the same is due and payable; (ii) any material representation or warranty of Mortgagor herein contained, or contained in the Notes, proves untrue or misleading in any material respect; (iii) Mortgagor materially fails to keep, observe, perform, carry out, or execute the covenants, agreements, obligations, or conditions set forth in this Mortgage or in the Notes; (iv) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

b. Options of Mortgagee upon Event of Default

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Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (i) declare the total Secured Indebtedness, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once by foreclosure or otherwise; (ii) pursue any and all remedies available under the Uniform Commercial Code; (iii) in the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once, Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity, or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

4. PRIOR ENCUMBRANCES

Mortgagor shall keep the Premises free and clear from all prior liens (except for those encumbrances consented to by Mortgagee in the Notes).

5. SEVERABILITY

If any provision of this Mortgage, any other loan document, or the application thereof is, for any reason and to any extent, declared invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to herein above shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

6. GOVERNING LAW

This Mortgage shall be construed in accordance with, and governed in all respects by, the laws of the [State of Indiana](#), without regard to conflicts of law principles. Mortgagor and Mortgagee further agree and consent that venue of any action hereunder shall be exclusively in the [County of Lake in the State of Indiana](#).

7. HEADINGS

The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Mortgage.

8. ENTIRE AGREEMENT

This Mortgage constitutes the entire integrated agreement between Mortgagor and Mortgagee, and supersedes any prior understanding or representation of any kind preceding the date of this Mortgage. There are no other promises, conditions, understandings, or agreements, whether oral or written, relating to the subject matter of this Mortgage.

9. EXCULPATION

Notwithstanding anything contained herein to the contrary, the Notes this Mortgage secures are non-recourse Notes and such Notes shall be enforced against Mortgagor only to the extent of

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Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any Equipment as may be described herein.

IN WITNESS WHEREOF, the Parties have executed this Mortgage as of August 1, 2024.

MORTGAGOR

DK
Deborah Kohen

MORTGAGEE

William Hein
William Hein

Judith Hein
Judith Hein

NOTARY ACKNOWLEDGEMENT - MORTGAGOR

State of Indiana

County of Lake

The foregoing instrument was acknowledged before me this 1st day of August, 2024 by Deborah Kohen, who is personally known to me or who has produced Drivers License as identification.

[Signature]
Notary Public

Kyle Sroufek
(print name)

SEAL

NOTARY ACKNOWLEDGEMENT - MORTGAGEE

State of Indiana

County of Lake

The foregoing instrument was acknowledged before me this 1st day of August, 2024 by William & Judith, who are personally known to me or who have produced Drivers license as identification

[Signature]
Notary Public

Kyle Sroufek
(print name)

SEAL



"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."
PREPARED BY: DK

prepared by
Deborah Kohen

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Exhibit A

Lots 6 to 11, inclusive in block 3 in the meadows, a Samuel Bartlett Subdivision, as per plat thereof, recorded in Plat Book 15, page 23, in the office of the recorder of Lake County, Indiana.

tax I.D. No 45-15-23-182-009.000-043

Property of Lake County Recorder