

2024 525660  
08/12/2024 12:32 PM  
TOTAL FEES: \$5.00  
BY: JAS  
PG #: 8  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Prepared by and return to:  
Chad McCall  
Simple Wealth Inc.  
2903 W. New Haven Ave. #370  
Fort Lauderdale, FL 33316

Parcel ID: 45-08-25-432-009.000-018

## MORTGAGE

**THIS MORTGAGE**, made and executed on this date, July 29, 2024, by Michael Patrick Myers, an unmarried man, the Borrower, hereinafter called the Mortgagor, which term shall include the heirs, legal representatives, successors, and assigns of the said Mortgagor wherever the context so requires or admits, to YMA Investment LLC, the Lender, hereinafter called the Mortgagee, which term shall include the heirs, legal representatives, successors and assigns of said Mortgagee wherever the context so requires or admits.

Mortgagor Mailing address: 225 Dearborn Street, Hobart, IN 46342

Mortgagee Mailing address: 6545 Market Ave. North, Ste. 100, North Canton, OH 44721

**WITNESSETH:** That for good and valuable considerations in the amount of **\$42,014.93 USD**, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the said Mortgagee, his heirs, successors, and assigns, all the certain piece, parcel or tract of land, of which the said Mortgagor is now seized and possessed and in actual possession, situated in the County of Lake and State of Indiana, described as follows:

Lots Numbered 11, 12, 13 and the Northerly 20 feet of Lot Numbered 14 in Block 1 in Woodbridge Gardens Subdivision, in the City of Hobart, as per plat thereof recorded in Plat Book 20, page 38 in the Office of the Recorder of Lake County, Indiana.

Property Description copied from prior recorded Warranty Deed, Instrument No. 2017-000357, Recorded 01/04/2017, State of Indiana, Lake County

Commonly known as: 225 Dearborn Street, Hobart, IN 46342  
Parcel ID: 45-08-25-432-009.000-018

See EXHIBIT A

**IT IS SPECIFICALLY UNDERSTOOD, CONVENTED, AND AGREED.** Anything herein and anything in Mortgagor's Promissory Note, a copy which is attached hereto, to the contrary notwithstanding, that upon any transfer of equity in and to the above-encumbered premises, either voluntary, involuntary or by operation of law, that all sums then remaining unpaid under the terms of this Mortgage and the Promissory Note secured hereby, shall, at the option of the Mortgagee, become due and payable, in full, without notice, unless Mortgagee shall first consent, in writing, to any such transfer or conveyance.

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity of the said Mortgagor, in and to the same and every part and parcel thereof unto the said Mortgagee, and his heirs, successors, and assigns in fee simple.

Said Mortgagor, for himself, his heirs, legal representatives, successors and assigns, hereby covenants with said Mortgagee and his heirs, legal representatives, successors and assigns, that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for said Mortgagor, his heirs, legal representatives, successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all encumbrances, except those specifically mentioned in this Mortgage; that said Mortgagor, his heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives, successors and assigns, as may reasonably be required and that said Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS,** that if said Mortgagor shall pay unto the said Mortgagee the certain Promissory Note, a copy of which is attached hereto, and shall duly, promptly, and fully perform, discharge, execute, effect, complete, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of said Promissory Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

**IT IS UNDERSTOOD,** that each of the words, "note", "mortgagor" and "mortgagee" respectively, and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one and shall be masculine, feminine and/or neuter, wherever the context so implies or admits.

1. **PAYMENT OF PRINCIPAL AND INTEREST.** To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said Promissory Note, and this Mortgage, each and every, promptly on the days respectively the same severally become due.
2. **FUNDS FOR TAXES AND INSURANCE.** To pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied, or assessed thereupon, and/or that hereafter may be levied or assessed upon this Mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest

attaches or any penalty is incurred, and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of said Mortgagee within ten days next after payment; and in the event that any thereof is not paid, satisfied and discharged, said Mortgagee may at any time pay the same or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of TWO Percent (2%) per month and together with such interest shall be secured by the lien of this Mortgage.

3. **HAZARD INSURANCE.** To place and continuously keep on the buildings now or hereafter situate on said land fire and windstorm insurance in the usual standard policy form, in a sum not less than the highest insurable value, in such company or companies as may be approved by said Mortgagee; and all such insurance policies on any of said buildings, any interest therein or part thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgagee clause making the loss under said policies, each and every, payable to said Mortgagee as his interest may appear, and each and every such policy shall be promptly delivered to and held by said Mortgagee; and, not less than ten days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no such insurance placed on any of said buildings, any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies, said Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said Mortgagor to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage; and in the event said Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly and of said policies of insurance to said Mortgagee, or fail

promptly to pay fully any premium therefore, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant, or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of TWO Percent (2%) per month and together with such interest shall be secured by the lien of this Mortgage.

4. **PRESERVATION AND MAINTENANCE.** To permit, commit, or suffer no waste, impairment, or deterioration of said property or any part thereof.
5. **CHARGES.** To pay all and singular the costs, charges, and expenses, including reasonable lawyer's fees and cost of abstracts of title, incurred or paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note, and this Mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending, and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of TWO Percent (2%) per month; and all said costs, charges, and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.
6. **DEFAULT.** That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within **fifteen (15)** days next after the same severally become due and payable, without demand or notice, or (c) in the event each and every the stipulations, agreements, conditions and covenants of said Promissory Note and this Mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said Promissory Note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said Promissory Note, and/or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore, or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.
7. **APPOINTMENT OF RECEIVER.** That in the event that at the beginning of or at any time pending any suit upon this Mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, said Mortgagee shall apply to

the court having jurisdiction thereof for the appointment of a Receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the rents, income, profits, issues and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor and/or of the defendants; and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of said Mortgagee and the practice of such court.

8. **PERFORMANCE.** To perform, duly, promptly, and fully, discharge, execute, effect, complete, comply with, and abide by each and even the stipulations, agreements, conditions, and covenants in said Promissory Note and in this Mortgage set forth.
9. **INDIANA CONTRACT.** It is mutually covenanted and agreed by and between the Mortgagor and the Mortgagee that this Mortgage and the Note secured hereby constitute a(n) **Indiana** contract and shall be construed according to the laws of that State.
10. **MEDIATION.** Any and all disputes resulting from a default of this Mortgage will be required to participate in mediation in the state of FLORIDA County of BREVARD.

**Signatures and Acknowledgements on the next page**

# NOT AN OFFICIAL DOCUMENT

MORTGAGE - 2 Ocean Blvd, Ste 1 Hobart NJ 07634

**IN WITNESS WHEREOF**, the said Mortgagor has executed this Mortgage under seal on the day and year herein first above written.

*Michael Patrick Myers*

Michael Patrick Myers – Mortgagor

**Signed, sealed, and delivered in the presence of:**

Witness # 1

Signature: *Alexei Staikidis*

Name: Alexei Staikidis

Witness # 2

Signature: *Georgia Staikidis*

Name: Georgia Staikidis



**EXHIBIT A**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 000357

2017 JAN -4 AM 10:35

MICHAEL B. BROWN  
RECORDER

Tax ID Number(s):  
State ID Number Only 45-08-25-432-009.000-018

**WARRANTY DEED**

**THIS INDENTURE WITNESSETH THAT**

Larry Mahler and Shirley A. Mahler, Tenants In Common

**CONVEY(S) AND WARRANT(S) TO**

Michael Patrick Myers, An Unmarried Man,

or Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Lake County, in the State of Indiana, to wit:

**SEE ATTACHED EXHIBIT "A"**

Subject to Real Estate taxes now due and payable and thereafter.

Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has executed this deed this 27<sup>th</sup> day of December, 2016.

Larry Mahler  
Larry Mahler  
Shirley A. Mahler  
Shirley A. Mahler

MTC File No.: 16-41914 (WD)

Page 1 of 3

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

HOLD FOR MERIDIAN TITLE CORP.

DEC 29 2016 007497

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

20  
ME  
D