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REAL ESTATE MORTGAGE

I. DEFINITIONS: Words used in multiple sections of this document are defined below.

- A. **Security Instrument** means this document which is dated, September 20, 2024, together with all riders and addendums attached thereto.
- B. **Borrower** is Lee Vlcek and Marykathryn Vlcek, the mortgagor under this Security Instrument.
- C. **Lender** is Martin Vlcek and Jeannette Vlcek. The Lender is the mortgagee under this Security Instrument.

Lender's address is:

7526 Comstock Lane
Darien, IL 60561

- D. **Note** means the promissory note signed by the Borrower, Lee Vlcek and Marykathryn Vlcek, dated September 20, 2024.

The Note states that the Borrowers owe the Lender the principal amount of **Five Hundred Forty Thousand Dollars** (U.S. \$540,000.00). Borrowers have promised to pay this debt pursuant to the aforesated promissory Note, whose terms are incorporated hereto.

- E. **Property** means the real property that is described below under the heading "Transfer of Rights in the Property."
- F. **Loan** means the debt evidenced by the promissory note, plus any other charges due under the promissory note and all sums due under this Security Instrument.
- G. **Applicable Law** means all controlling applicable Indiana federal, state and local statutes, regulations, ordinances and administrative rules and orders as well as all applicable final, non-appealable judicial opinions.
- H. **Miscellaneous Proceeds** means any compensation, settlement, award of damages, or proceeds paid by any third party other than insurance proceeds paid under the coverages described in this Security Instrument for:

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- (i) damage to, or destruction of the Property;
- (ii) condemnation or other taking of all or any part of the Property;
- (iii) conveyance in lieu of condemnation; or
- (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

I. **Periodic Payment** means the regularly scheduled amount due for principal and interest under the Note, plus any other amounts referenced within this Security Instrument.

J. **Successor in Interest of Mortgagors** means any party that has taken title to the Property, whether or not that party has assumed Mortgagors' obligations under the Note and/or this Security Instrument.

II. TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of the Mortgagors' covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagors do hereby mortgage to Lender and Lender's successors and assigns, the following described Property located in Lake County, State of Indiana:

LEGAL DESCRIPTION: LOT 15 IN COMMUNITY RESOURCES, INC., AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 50 AS DOCUMENT NUMBER 2005-10228, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMON ADDRESS: 10233 Allison Rd., Munster, IN 46321

TAX PARCEL: 45-06-36-402-008.000-027

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property.

MORTGAGORS COVENANT that Mortgagors are lawfully seized of the Property rights hereby conveyed and has the right to mortgage grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagors warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

III. UNIFORM COVENANTS. Mortgagors and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Late Charges, and Other Charges.** Mortgagors shall pay when due:

- (i) The Note, or notes and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney fees according to the terms of said Note, or Notes.

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the terms of the Note and this Security Instrument. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the outstanding balance on the Note current. Lender may accept any payment or partial payment insufficient to bring the outstanding balance on the Note current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future.

- (ii) All taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable;
- (iii) Any and all mechanic's, laborers, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to keep current any prior mortgages which may, at the time this mortgage is executed, be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the Mortgagors in and to said premises.
- (iv) In case of the mortgagee placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the mortgagees herein should be required to defend or protect their rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the Mortgagors to pay the same, the mortgagees may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and all services incidental thereto.
2. **Preservation, Maintenance and Protection of Property.** Mortgagors shall maintain Insurance coverage for the Property and further agrees:
- (i) That the Mortgagors will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said Mortgagors will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all time;
3. **Preservation of Lenders' Security Interest in the Property.** Mortgagors shall protect the Lenders' security interest in the Property and, in furtherance of such protection, agrees:
- (i) That the Mortgagors shall not transfer, sell, or assign any interest, legal or equitable, of any of the security covered by this Agreement without the written consent of the mortgagees first had and obtained.

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- (ii) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the Mortgagors, the mortgagees may, without notice to the Mortgagors, deal with such successor, or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors, without in any way vitiating or discharging the Mortgagors' liability hereunder, or upon the debt hereby secured, and the mortgagees may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payment to be made upon such indebtedness, and any extension, or reduction, shall not release the Mortgagors from their liability under said note and this mortgage;
- (iii) Default by the Mortgagors on any condition or provision of any indebtedness of the Mortgagors to person(s) other than the Mortgagee, which indebtedness is secured by liens either prior or junior to the lien of this Mortgage, will constitute a default under this Mortgage. The Mortgagee may cure any such default under such indebtedness. The costs of curing any such default paid by the Mortgagees will be added to the indebtedness secured by this Mortgage.
- (iv) Any person, firm, or corporation taking or acquiring a junior mortgage or other lien upon the premises, SHALL TAKE OR ACQUIRE AND SHALL HOLD SAID LIEN SUBJECT TO THE RIGHTS OF THE MORTGAGEE TO EXTEND THE MATURITY OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AND TO INCREASE THE INDEBTEDNESS SECURED BY THIS MORTGAGE WITHOUT OBTAINING THE CONSENT OF THE HOLDER OF SAID JUNIOR LIEN AND WITHOUT THE LIEN OF THIS MORTGAGE LOSING ITS PRIORITY OVER ANY SUCH JUNIOR LIEN. Any proceedings instituted on any such mortgage or lien shall constitute a default of this mortgage.

4. Assignment of Miscellaneous Proceeds; Condemnation; Forfeiture. All Miscellaneous Proceeds are hereby assigned and shall be paid to Lender.

- (i) Mortgagors hereby assign to the Mortgagee all of the leases, rents, issues, and profits of the Premises, and the parts thereof, as further security for the payment of the indebtedness secured by this Mortgage.
- (ii) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the mortgagees to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the mortgagees and applied by the mortgagees first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage, the balance, if any, to be paid to the Mortgagors or their successors in interest, and that the mortgagees are hereby irrevocably authorized for and on behalf of the Mortgagors or their successor to receive and receipt for any such monies under

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any insurance policy, or policies, covering loss or damage to the security hereby mortgaged, and for any award for any of said real estate taken under the right of eminent domain;

5. **Mortgagors Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Mortgagors or any Successor in Interest of Mortgagors shall not operate to release the liability of Mortgagors or any Successors in Interest of Mortgagors. Lender shall not be required to commence proceedings against any Successor in Interest of Mortgagors or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagors or any Successors in Interest of Mortgagors. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Mortgagors or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy granted to Lender hereunder.
6. **Notices.** All notices given by Mortgagors or Lender in connection with this Security Instrument must be in writing. Any notice to Mortgagors in connection with this Security Instrument shall be deemed to have been given to Mortgagors when mailed by first class mail or when actually delivered to Mortgagors' notice address if sent by other means. Notice any one Mortgagors to shall constitute notice to all Mortgagors unless Applicable Law expressly requires otherwise. The Notice address shall be the Property Address unless Mortgagors have designated a substitute notice address by Notice to Lender.
7. **Lender's Recovery of Costs.** Any monies advanced by mortgagee to sustain the lien of this mortgage or its priority, or to protect or enforce any of Mortgagors' rights hereunder or to recover any indebtedness hereby secured or paid relative to charges on the property not duly paid by Mortgagors, shall become immediately due and payable and shall bear interest at an annual rate of five percent (5%). All such sums shall be secured by this mortgage and shall be a lien on the premises prior to any right, title, interest, or claim, in, to, or upon the premises attaching or accruing subsequent to the lien of this mortgage.

IV. **NON-UNIFORM COVENANTS.** Mortgagors and Lender further covenant and agree as follows:

1. **Acceleration; Remedies.** The Lender shall have the right to accelerate the term of the Note and declare any unpaid balance due thereunder, including interest, immediately due and payable upon any breach of terms of the Note or the covenants contained within this Security Instrument by the Mortgagors. Lender shall give notice to Mortgagors prior to acceleration following Mortgagors' breach of any covenant contained within this Security Instrument. The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to Mortgagors, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument

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without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees and costs of title evidence.

- 2. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
- 3. Waiver of Valuation and Appraisal.** Mortgagors waives all right of valuation and appraisal.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hand and seal this the 20th day of September, 2024.

Lee Vicek

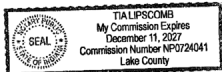
Lee Vicek

Marykathryn Vicek

Marykathryn Vicek

STATE OF Indiana)SS:

COUNTY OF LAKE)



Before me, a Notary Public in and for said County and State, this 20th day of September, 2024, appeared Lee Vicek and Marykathryn Vicek, who acknowledged the execution of the foregoing Mortgage and who, having been duly sworn, under the penalties of perjury, stated that the facts and matters therein set forth are true and correct. Witness my hand and official seal:

Commission Number: 724041
My commission expires: 12/11/2027
Resident of LAKE County

Signature Tia Lipscomb
Printed Tia Lipscomb Notary Public

I affirm under the pain and penalties of perjury that the foregoing is true and accurate to the best of my knowledge and belief and that I have taken reasonable care to redact each social security number in this document unless required by law. ~

Tia Lipscomb

This Instrument prepared by:
Nathan D. Vis, Vis Law, LLC
PO Box 980, Cedar Lake, IN
46303