

REAL ESTATE MORTGAGE

This indenture witnesseth that **Housemart, Inc.**, whose mailing address is **2929 Jewett Ave Highland IN 46322**, as MORTGAGOR,

MORTGAGES AND WARRANTS

to **TD Properties Unlimited, Inc** whose mailing address is **351 East Conestoga Rd, Suite 207, Wayne PA 19087** as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

Legal Description: Part Of The Southwest ¼ Of The Northwest ¼ Of The Southwest ¼ Of Section 24, Township 33 North, Range 9 West Of The 2nd Principal Meridian, More Particularly Described As Beginning At A Point Of The East Right-Of-Way Line Of East Street, Said Point Being 85 Feet South Of The Southwest Corner Of Lot 1 Of Cripe's Flower Hill Addition To Lowell, As Same Appears Of Record In Plat Book 35, Page 44, In The Office Of The Recorder Of Lake County, Indiana. Thence South Along Said East Right-Of-Way Line Of East Street 150 Feet To The North Right-Of-Way Line Of 50 Feet Wide Harrison Avenue; Thence East Along The North Right-Of-Way Line Of Harrison Avenue, 140 Feet; Thence North Along A Line Parallel To The East Right-Of-Way Line Of East Street 150 Feet; Thence West On A Line Parallel To The South Line Of Cripe's Flower Hill Addition, 140 Feet, To The Point Of Beginning In The Town Of Lowell, Lake County Indiana.

Parcel Number: 45-19-24-303-005.000-008

Commonly known as: 1231 Harrison Street, Lowell, IN 46356

and the rents and profits therefrom, to secure the payment of the principal sum of **Two Hundred Forty-seven Thousand Five Hundred 00/100 Dollars (\$247,500.00)**, 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 junior to a mortgage in the amount of \$170,000.00 to Terra Environmental Services, Inc, an undivided interest of 44.12% and CamaPlan FBO Carol Dunkel IRA, an undivided interest of 55.88% recorded immediately prior to this mortgage.

The obligation under the promissory note for which this mortgage acts as security matures on June 20, 2025.

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 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 **Housemart, Inc**, represents and certifies that he or she is a duly authorized representative of **Housemart, Inc**, and has been fully empowered by proper resolution to execute and deliver this Mortgage; and that all necessary action for execution of this Mortgage has been taken and done.

Initials WS

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, Housemart, Inc., has caused this mortgage to be executed this 20th day of June, 2024.

Housemart, Inc.

By: 

Wayne Sheaffer, President

STATE OF INDIANA)

) SS :

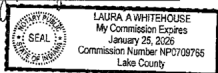
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Wayne Sheaffer, President of Housemart, Inc.**, who acknowledged the execution of the foregoing Mortgage for and on behalf of said **Housemart, Inc.**, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of June, 2024.

MY COMMISSION EXPIRES:

January 25, 2026



Laura A. Whitehouse

Notary Public

A Resident of Lake County

This Instrument Prepared By: Jose C. Sandoval, Attorney at Law
2929 Jewett Ave, Highland IN 46322 (219-393-0606)
Our file No. 1231 Harrison St, Lowell, IN 46356

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.

Josée Sandoval

Initials WS