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10/18/2024 07:01 AM

**FAITH KIMBROUGH
MARION COUNTY IN RECORDER**

FEE: \$ 65.00

PAGES: 5

BY: ER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That **F2SM LLC**, an Indiana limited liability company ("Mortgagor") MORTGAGES AND WARRANTS **Caroline Baird & Daniel Baird** ("Mortgagees") the following described real estate in Indianapolis, Indiana:

7107 Steinmeier Dr, Indianapolis, IN 46250, legal description: See Exhibit A (hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain Promissory Note (Secured) (the "Note") executed of even date herewith, in the principal amount of **Three hundred forty thousand 00/100 (\$ 340,000.00)** with interest as therein provided and with a final maturity date of **September 20, 2025**.

Said principal and interest are payable as follows:

Annual Interest Rate – 12 %, which is 1 % per month. Principal payments shall be made on or before September 20, 2025.

Lending Draw Schedule: Lending draw shall include amounts for purchase and renovation, which amounts to \$340,000.00.

Mortgagor covenants and agrees with Mortgagee that:

1. **Payment of Indebtedness.** Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorney's fees.
2. **No Liens.** Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than thirty (30) days after receiving notice thereof from

Mortgagee.

3. **Repair of Mortgaged Premises; Insurance.** Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. Mortgagor agrees to procure and maintain fire and extended coverage insurance with a responsible insurer upon all improvements on the Mortgaged Premises in an amount not less than the amount of the Note or the full extent of Mortgagor's insurable value, whichever is less ("Required Insurance"). The Required Insurance shall be issued in the names of Mortgagor and Mortgagee, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Mortgagee. Mortgagor shall provide Mortgagee with such proof of insurance coverages as Mortgagee from time to time shall reasonably request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Mortgaged Premises and covered by Required Insurance shall be applied to restoration and repair of the loss or damage in such fashion as Mortgagee reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured event of default by Mortgagor under the Note on the date of receipt of such proceeds, in either of which events, the proceeds may be applied, at Mortgagee's option, toward prepayment of the Note, with any excess to be paid to Mortgagor.
4. **Taxes and Assessments.** Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Default by Mortgagor; Remedies of Mortgagee; Notice to Parties.** Upon default by Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of Mortgagor hereunder, or if Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for Mortgagor for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain appropriate title evidence, and may add the cost thereof to the principal balance due.
6. **Notice to Parties:** Any notices required or permitted to be given hereunder shall be given in writing and

shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the following addresses:

Mortgagor: F2SM LLC, 8418 Flick Way, Indianapolis, IN, 46237.

Mortgagee: Caroline Baird & Daniel Baird

7. **Non-Waiver; Remedies Cumulative.** No delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** Mortgagee at its option, may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of Mortgagor if Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee.
9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
10. **SAFE Act.** The undersigned hereby state that the terms and conditions of this Mortgage/Note have been made exclusively by and between Mortgagor and Mortgagee with no negotiation and/or assistance having been provided by Mihir Bhimaraju. Said financing terms/information was simply provided to Preparer for the sole purpose of preparation of said Mortgage. Both Mortgagor and Mortgagee agree to hold harmless Preparer from any loss or damage as a result of The SAFE Act and/or any other financing legislation.

IN WITNESS WHEREOF, Mortgagor has set forth its signature(s) below as of September 23rd, 2024
MORTGAGOR: F2SM LLC, an Indiana limited liability company

MB By: Mihir Bhimaraju, Member of F2SM LLC

IN WITNESS WHEREOF, Mortgagor has set forth its signature(s) below as of September 23rd, 2024 MORTGAGOR: F2SM LLC, an Indiana limited liability company.

State of IN
County of HAMILTON

Before me, a Notary Public, in and for said County and State, Mihir Bhimaraju Member of F2SM LLC, who acknowledged the execution of the foregoing Real Estate Mortgage for and on behalf of F2SM LLC. Witness my hand and Notarial seal, this 23rd day of September, 2024

Signature - Notary Public
Printed Name - Kathy Fedor
My Commission expires: 7-21-32
County of Residence: CBoone Co.

KATHY FEDOR
Notary Public - Seal
Boone County - State of Indiana
Commission Number NP0686528
My Commission Expires Jul 21, 2032

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. By: Mihir Bhimaraju

This Instrument was Prepared by: Mihir Bhimaraju

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 49-02-28-115-053.000-800

ALL OF LOT 29 AND PART OF LOT 28 IN STEINMEIER ADDITION, 1ST SECTION, AS THE SAME IS RECORDED IN PLAT BOOK 32, PAGE 260, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 29; RUNNING THENCE NORTH 00 DEGREES 23 MINUTES 28 SECONDS EAST ON AND ALONG THE WEST LINE OF LOTS 29 AND 28 A DISTANCE OF 155 FEET; RUNNING THENCE SOUTH 89 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 133.072 FEET TO A POINT ON THE EAST PROPERTY LINE OF LOT 28; RUNNING THENCE SOUTH 01 DEGREES 16 MINUTES 17 SECONDS WEST ON AND ALONG SAID EAST LINE AND THE EAST LINE OF LOT 29 A DISTANCE OF 154.092 FEET TO THE SOUTHEAST CORNER OF LOT 29; RUNNING THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AND ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 130.691 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF THE BUYER AND IS NOT ELIGIBLE FOR RESALE UNDER IC 36-2-7.