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STATE OF INDIANC LAKE COUNTY FILED FOR RECORD

2013 DEC 17 PM 1: 37

RECORDIAS, HOLCOMB & MEDREA, LLP 300 EAST 90TH DRIVE MERRILLVILLE, INDIANA 46410

REAL ESTATE MORTGAGE

This indenture witnesseth that WOODSHOP, LLC, as Mortgagor, MORTGAGES AND WARRANTS TO JAMES HUBBARD and SHARON HUBBARD, or to the survivor of them, as Mortgagee, the following Real Estate in Lake, County, State of Indiana, towit:

Lot 7, except the West 50.00 feet thereof, by perpendicular measurement, in White Hawk Country Club-Phase 5, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 28, in the Office of the Recorder of Lake County, Indiana.

commonly known as 1048 Sterling Court, Crown Point, Indiana, Tax Parcel No. 45-16-06-127-008.000-042 and the rents and profits therefrom, to secure the payment, when the same shall become due, of the sum of \$150,000.00, with interest and costs, owed to Mortgagee by Mortgagor as evidenced by that certain Note of even date herewith, and to secure all of the obligations of Mortgagor hereunder.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes hereinafter stipulated, or upon the failure to perform any other obligation secured hereby, then said indebtedness shall be due and collectible, with Mortgagee's attorney's fees, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all real estate taxes and assessments against the real estate paid as they become due, and failing to do so, the Mortgagee may pay said taxes and the amount so paid, with twelve percent (12%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

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Additional Covenants:

- 1. Mortgagor shall obtain and maintain, until said Note is paid in full, liability insurance on the described real estate with such coverage limits and with an insurance company satisfactory to Mortgagee and naming Mortgagee as an additional insured, and casualty insurance for the full replacement value of all buildings and improvements on the real estate, and shall provide a certificate thereof to Mortgagee which shall provide that the insurance policy cannot be canceled without thirty (30) days prior written notice to Mortgagee.
- 2. No part or parcel of the real estate and no interest therein shall be sold (including by condition or installment sales contracts), transferred (including transfers to land trusts and affiliates of Mortgagor), conveyed, mortgaged, hypothecated, or otherwise, without prior written consent of Mortgagee.
- 3. Mortgagor shall maintain the real estate described herein in good condition and keep all buildings and improvements in good repair, and shall not commit any waste of the real estate.
- 4. Mortgagor shall not use the real estate described herein or permit the real estate described herein to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof; Mortgagor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the use, ownership, possession and occupation of the real estate.

Mortgagor REPRESENTS AND WARRANTS to Mortgagee, and hereby acknowledges and agrees, that Mortgagor has received legally sufficient consideration for the mortgage herein granted, and hereby waives and releases any and all claims to the contrary, without qualification, limitation or exception.

Dated this 6th day of December, 2013.

WOODSHOP, LLC by The Woodshop, Inc.,

Member

Randall L. Mitchell, President

WOODSHOP, LLC by S & J Investments, L.P., Member

By:

Samuel N. Van Til, Managing General

Partner

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDALL L. MITCHELL, President of THE WOODSHOP, INC. as a Member of WOODSHOP, LLC, who acknowledged the execution of the foregoing Real Estate Mortgage for and on behalf of Mortgagor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 6 da

Glenn R. Patterson, Notary Public

My Commission Expires:

INDIANA

November 25, 2016

County of Residence:

Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared SAMUEL N. VAN TIL, the Managing General Partner of S & J Investments, L.P., as a Member of Woodshop, LLC, who acknowledged the execution of the foregoing Real Estate Mortgage for and on behalf of Mortgagor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 6th day of December, 2013

Glenn R. Fatterson, Notary Public

My Commission Expires November 25, 2016

Document is the property of

County of Residence: theake County Recorder!

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. Glenn R. Patterson

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410

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