LINE OF CREDIT REAL ESTATE MORTGAGE

This indenture witnesseth that Jerry L. Popplewell, , also known as Jerry W. Popplewell and also known as Jerry Popplewell of Lake County, Indiana, as Mortgagor, mortgages and warrants to James Storm and Christina Storm, husband and wife, of Lake County, Indiana, as Mortgagee, the following real estate in Lake County, Indiana, to wit;

The East ½ of the North 50 feet of the South 1 acre of Block 2 in Pratt and Ruschli's subdivision of the West ½ of the Southwest 1/4 of Section 5, Township 34 North ange 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, as per plat thereof, recorded in Plat Book 1 Page 8, in the Office of the Recorder of Lake County, Indiana, said South 1 acre being measured from the middle of the streets. Commonly known as 303 Hoffman, Crown Point, Indiana 46307

Taxing Parcel Number 45-16-05-358-009.000-042

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and to secure the payment, of a Line of Credit Promissory note dated July 28, 2014 in the amount of no more than Forty Thousand Dollars (\$40,000) with interest at the rate of Three and One Quarter per cent per annum (3.25%) on any moneys to be paid on this obligation but with interest at the rate of Eight per cent (8%) in the event of default in the payment of any moneys to be paid on this obligation and said rate shall continue to be paid until all delinquencies and defaults are removed, al without relief from Valuation and Appraisement Laws, and with attorney's fee.

This mortgage may secure future advances and the lien of this mortgage shall attach to such advances and have priority from the time of recording as to all advances, whether obligatory or discretionary, made thereunder until such mortgage is released of record; provided, that the lien of this mortgage shall not exceed at any one time a maximum principal balance of Forty Thousand Dollars (\$40,000).

Therefore this mortgage is given to secure all sums Mortgagee have advanced and may in the future advance to Mortgagor for the maintenance and ordinary expenses of the real estate.

Mortgagor agrees to pay to Mortgagee all sums due under the promissory note on the maturity date, which date shall be ninety (90) days after the Mortgagee has given Mortgagor written notice that the note is due, or on July 31, 2029, whichever date shall occur earlier.

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Mortgagor further covenants and agrees as follows:

- 1. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.
- 2. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 3. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or their assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.
- 4. It is agreed that in the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
- In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

6. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

Dated this 20th day of August, 2014

Jerry L. Popplewell

State of Indiana, Lake County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of August 2014, personally appeared Jerry L. Popplewell also known as Jerry W. Popplewell and also known as Jerry Popplewell and he signed the foregoing mortgage in my presence. In witness where, I have hereunto subscribed my name and affixed my official seal.

This Document is the property Public

My commission expires



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I affirm under the penalties for perjury that I have prepared this instrument and that I have taken reasonable care to redact each Social Security number in this document unless required by law.

Donald Stepanovich, Attorney #709-45

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