

2014 080279

2014 DEC 17 PM 12:04

MICHAEL S. BROWN  
RECORDER

3

**REAL ESTATE MORTGAGE**

BARBERCHECK

This indenture witnesseth that **PHILIP J. BARBERCHECK** of Lake County, State of Indiana, as mortgagor hereby assigns, mortgages and warrants to **MICHELLE, LLC**, an Indiana Limited Liability Company, with principal offices located in Lake County, State of Indiana, as mortgagee, the following described real estate, located in Lake County, Indiana, to wit:

Lot 25 in Eastmarr, in the City of Crown Point, as per plat thereof, recorded in Plat Book 29, page 56, Office of the Recorder of Lake County, Indiana; more commonly known as 906 E. Joliet Street, Crown Point, Indiana 46307

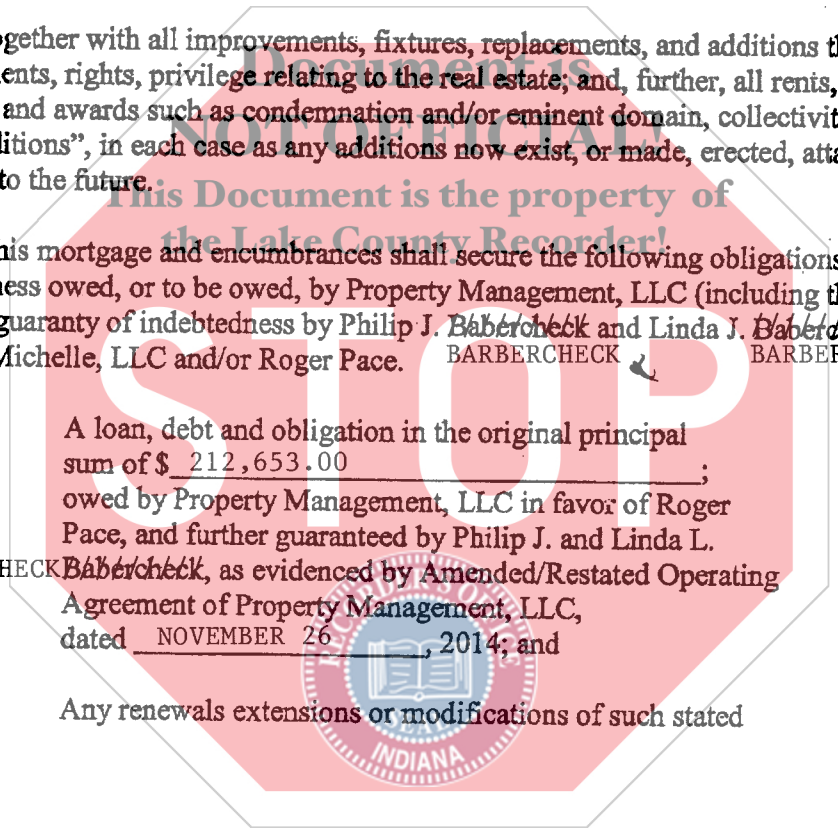
Property Number: 45-16-09-152-010.000-042.

together with all improvements, fixtures, replacements, and additions thereto, and all easements, rights, privilege relating to the real estate; and, further, all rents, profits, revenues and awards such as condemnation and/or eminent domain, collectivity referred to as Additions", in each case as any additions now exist, or made, erected, attached or acquired to the future.

This mortgage and encumbrances shall secure the following obligations and indebtedness owed, or to be owed, by Property Management, LLC (including the personal guaranty of indebtedness by Philip J. Barbercheck and Linda J. Barbercheck) in favor of Michelle, LLC and/or Roger Pace. BARBERCHECK BARBERCHECK

A loan, debt and obligation in the original principal sum of \$ 212,653.00; owed by Property Management, LLC in favor of Roger Pace, and further guaranteed by Philip J. and Linda L. Barbercheck, as evidenced by Amended/Restated Operating Agreement of Property Management, LLC, dated NOVEMBER 26, 2014; and

Any renewals extensions or modifications of such stated



NORTHWEST INDIANA TITLE  
101 E. 90TH DRIVE  
SUITE C  
MERRILLVILLE, IN 46410  
219-755-0100

18.  
ck. 1166  
DP

Indebtedness; and  
Any further or future loans, advances or indebtedness,  
owed by Mortgagor in favor of Mortgagee, including  
guaranteed Indebtedness in favor of Mortgagee.  
The total indebtedness, secured by this Mortgagee,  
shall not exceed \$ 212,653.00

This mortgage and encumbrance includes a full assignment of rents, pursuant to  
I.C. 32-29-1-11.

Upon failure to pay such indebtedness as it becomes due, or any part thereof at  
maturity, or upon earlier default, or the taxes or insurance hereinafter stipulated, then said  
indebtedness shall be due and collectible, and this mortgage may be foreclosed  
accordingly. It is further expressly agreed that, until such indebtedness is paid, the  
Mortgagor will keep all legal taxes and charges 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 equal to the indebtedness from time to time owing, with loss payable  
clause in favor of the Mortgagee, and will, upon request, furnish evidence of such  
insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or  
insurance, and the amount so paid, with eight percent interest thereon, shall become a  
part of the indebtedness secured by this Mortgage.

**Additional Covenants:**

The breach or default of the loans and guaranteed indebtedness of Mortgagor shall  
constitute a default hereunder.

Until the entire indebtedness, secured hereunder, is paid and satisfied, Mortgagor  
may not sell, transfer or assign the real estate, any portion thereof, or any interest therein  
without the written consent of Mortgagee. In the event of a breach of default hereunder,  
Mortgagee shall be entitled to recover all costs and expenses, including reasonable  
attorney fees, in addition to all sums and balances due.

The mortgagor hereby acknowledges and agrees that unless otherwise earlier  
satisfied and discharge, this mortgage, and any causes of action, or legal proceedings  
related thereto, may be brought or filed within twenty (20) years from the date hereof.

In the event, Mortgagee institutes or files foreclosure proceedings, Mortgagee, at his option, shall be entitled to the appointment of a Receiver to collect rents and profits, and manage the real estate while and during the pendency of any foreclosure proceedings; Mortgagor agrees and consents to the appointment of a Receiver in such circumstances.

Dated this 28TH day of NOVEMBER, 2014.

  
Philip J. Barbercheck BARBERCHECK

STATE OF INDIANA, LAKE COUNTY: SS

Before, me the undersigned a Notary Public in and for said County and State, this 28TH day of NOVEMBER, 2014 personally appeared Philip J. Barbercheck and acknowledged the execution of the foregoing Mortgage. In witness whereof, I have hereunto subscribed my Name.

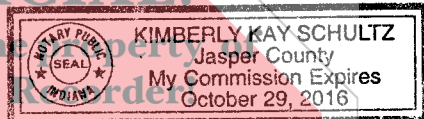
My Commission Expires:  
Resident of Lake County, Indiana

\*BARBERCHECK

Document is NOT OFFICIAL!

Notary Public

KIMBERLY KAY SCHULTZ

  
KIMBERLY KAY SCHULTZ  
Jasper County  
My Commission Expires  
October 29, 2016

COMMISSION EXPIRES 10/29/16  
COUNTY FOR RESIDENCE: JASPER

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDEACT EACH SOCIAL SECURITY NUMBER IN THE DOCUMENT UNLESS REQUIRED BY LAW.

  
KIM SCHULTZ

Instrument Prepared By: Kenneth A. Manning, Attorney at Law, 200 Monticello Drive, Dyer, Indiana 46311; Attorney Number: (9015-45); Phone: (219) 865-8376

  
RECORDER'S OFFICE  
SEAL  
INDIANA