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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 080472

2014 DEC 18 AM 10:08

MICHAEL B. BROWN
RECORDER

RETURN TO: RHETT L. TAUBER, ESQ.
TAUBER LAW OFFICES
1415 EAGLE RIDGE DRIVE
SCHERERVILLE, IN 46375

NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100

21098 MORTGAGE

THIS MORTGAGE (the "Mortgage") is made and entered on December 17, 2014 by and between THE WILLIAM C. HAAK TRUST, dated May 5, 2002, as amended (hereinafter the "Mortgagor") of 6016 East 125th Avenue, Crown Point, Indiana 46307, and DUNELAND HOLDINGS, LLC and DUNELAND SAND ENTERPRISES, LLC, Indiana Limited Liability Companies (hereinafter, individually, jointly and severally, the "Mortgagee") of 8277 Vale View Court, Crown Point, Indiana 46307, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of Three Million and no/100 Dollars (\$3,000,000.00) together with interest thereon computed on the outstanding balance, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage and that Agreement for Installment Purchase and Sale of Real and Personal Property executed by Duneland Holdings, LLC and Duneland Sand Enterprises, LLC as Seller and Duneland Materials, LLC as Buyer on or about November 7, 2014 and as subsequently amended (the "Purchase Agreement").

This Mortgage is given pursuant to the Third Party Addendum executed between The William C. Haak Trust under Trust Agreement dated May 5, 2002, as amended, as Pledgor, and Duneland Holdings, LLC, an Indiana limited liability company, and Duneland Sand Enterprises, LLC, an Indiana limited liability company, as Secured Party, to secure all obligations of **DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, WILLIAM C. HAAK, individually, DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, TRACEY L. HAAK, and BILLY'S SAND BOX, LLC, AN INDIANA LIMITED LIABILITY COMPANY**, as Borrower. The term "Obligations" as used in this Mortgage means all obligations of **DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, WILLIAM C. HAAK, individually, DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, TRACEY L. HAAK, and BILLY'S SAND BOX, LLC, AN INDIANA LIMITED LIABILITY COMPANY**, in favor of the Mortgagee of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, but not limited to all obligations of **DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, WILLIAM C. HAAK, individually, DUNELAND MATERIALS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, TRACEY L. HAAK, and BILLY'S SAND BOX, LLC, AN**

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OK # 2287
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INDIANA LIMITED LIABILITY COMPANY in favor of the Mortgagee arising under the Purchase Agreement.

IN CONSIDERATION OF the loan made by Mortgagee to Buyer as stated in Said Purchase Agreement and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with MORTGAGE COVENANTS, the following described property (the "Property") situated at 6016 East 125th Avenue, Crown Point, Lake County, and legally described as follows:

PARCEL 1

A parcel of land lying in the Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Section 18; thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Southeast Quarter, a distance of 885.59 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds West, along said South line, a distance of 450.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 484.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 450.00 feet; thence South 00 degrees 00 Minutes 00 seconds East, a distance of 484.00 feet to the POINT OF BEGINNING, in Lake County, Indiana.

PARCEL 2

The Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPT the following described parcels of land:

(Exception A) those parts conveyed to the Chicago and Erie Railroad Company,

(Exception B) the East 330 feet of the Southeast Quarter, Southeast Quarter, Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana;

(Exception C) a parcel of land in the Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter and running thence East along the South line of said Southeast Quarter 660.0 feet; thence North parallel to the West line of said Southeast Quarter 597.0 feet; thence East parallel to said South line 633.5 feet; thence North parallel to said West line 2052 feet, more or less, to the North line of said Southeast Quarter; thence West along said North line 1293 feet, more or less, to the Northwest corner of said Southeast Quarter, thence South 2649 feet, more or less, to the POINT OF COMMENCEMENT.

(Exception D) a part of the Southeast Quarter of Section 18, township 34 North, Range 7 West of the Second Principal Meridian, described as follows: COMMENCING at the Southwest corner of said Southeast Quarter, thence South 89 degrees 49 minutes 33 seconds East along the South line of said Section 18, a distance of 1010.00 feet to the POINT OF BEGINNING, thence North 0 degrees 17 minutes 05 seconds East, 596.96 feet, thence South 89 degrees 49 minutes 33 seconds East, a distance of 146.00 feet; thence South 0 degrees 17 minutes 05 seconds West, a distance of 596.96 feet to the South line of said Section 18; thence North 89 degrees 49 minutes 33 seconds West along said South line, a distance of 146.00 feet to the POINT OF BEGINNING, in Lake County, Indiana;

(Exception E) a part of the Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, bounded and described as follows: COMMENCING at the Southeast corner of the Southeast Quarter of Section 18; thence West 330 feet to the PLACE OF BEGINNING, thence North 363 feet; thence West 120 feet; thence South 363 feet, more or less, to the South line of said Section, thence East 120 feet, more or less, to the PLACE OF BEGINNING, in Lake County, Indiana;

(Exception F) the West 120 feet of the East 450 feet of the North 363 feet of the South 726 feet of the Southeast Quarter of Section

18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana;

(Exception G) part of the Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in the Town of Winfield, Lake County, Indiana, described as follow: COMMENCING at the Southwest corner of said Southeast Quarter; thence; thence South 89 degrees 49 minutes 33 seconds East along the South line of said Section 18, a distance of 660 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 49 minutes 33 seconds East, 350 feet; thence North 00 degrees 17 minutes 05 seconds East 596.96 feet; thence North 89 degrees 49 minutes 33 seconds West parallel to the South line of said Section 18, 344.96 feet; thence South 00 degrees 46 minutes 07 seconds West 597 feet to the POINT OF BEGINNING;

(Exception H) a parcel of land lying in the Southeast Quarter of Section 18, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: COMMENCING at the Southeast corner of said section 18; thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Southeast Quarter, a distance of 885.59 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds West, along said South line, a distance of 450.00 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 484.00 feet; thence North 90 degrees 00 minutes 00seconds East, a distance of 450.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 484.00 feet to the POINT OF BEGINNING, in Lake County, Indiana.

PARCEL 3:

LEGAL DESCRIPTION: The West 10 acres of the West Half of the Southwest Quarter of Section 19, Township 34 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the South right of way line of the Chicago and Erie Railroad, EXCEPT that part described in the deed from

George Melcher and Mary Melcher, his wife, to the Chicago and Erie Railroad Company, in the deed recorded November 13, 1915, in Deed Record 212, page 411, in the Office of the Recorder of Lake County, Indiana, ALSO EXCEPT the West 165 feet of the Southwest Quarter of the Southwest Quarter of said Section 17.

Property Nos. 45-17-17-300-015.000-047
45-17-18-476-001.000-047
45-17-18-426-003.000-047

THE MORTGAGE GRANTED HEREIN IS SUBJECT TO THE FOLLOWING COVENANTS, TERMS AND CONDITIONS:

1. Payment. Mortgagor shall pay to Mortgagee the principal and interest as agreed and specified in the Purchase Agreement and shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

2. When This Mortgage Becomes Void. When the indebtedness specified in the Purchase Agreement secured by this Mortgage has been paid in full with all interest and other amounts due, this Mortgage shall become void.

3. Subordination. This Mortgage is subordinate and junior to that Mortgage or other encumbrance upon the property binding and in existence as of the date hereof, the lien of which shall be prior and superior to the lien of this mortgage.

4. Additional Covenants:

a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.

b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

c. Mortgagor will make each periodic payment secured by this Mortgage and any mortgage superior and senior to this mortgage, shall pay when due all real estate taxes, assessments and other municipal charges which may become a lien against the mortgaged premises when due.

d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.

e. In the event that any condition of this Mortgage shall be in default and such default is not cured by Mortgagor within thirty (30) days, the Mortgagee may, at its sole option, commence foreclosure or any other proceedings available at law or in equity to enforce the Purchase Agreement or this instrument. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option treat such transfer as a default, and commence foreclosure or any other proceedings available at law or in equity to enforce the Purchase Agreement or this instrument.

g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.

h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.

i. This Mortgage shall be construed under and governed by the laws of the State of Indiana.



IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

“MORTGAGOR”

WILLIAM C. HAAK TRUST

By: 

WILLIAM C. HAAK, TRUSTEE



MORTGAGOR SIGNATURE PAGE TO MORTGAGE (CROWN POINT)

“MORTGAGEE”

DUNELAND HOLDINGS, LLC, an Indiana
Limited Liability Company

BY: 

DAVID B. LASCO, Managing Member

DUNELAND SAND ENTERPRISES, LLC, an
Indiana Limited Liability Company

BY: 

DAVID B. LASCO, Managing Member



MORTGAGEE SIGNATURE PAGE TO MORTGAGE (CROWN POINT)

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared William C. Haak, as Trustee of the William C. Haak Trust, dated May 5, 2002, as amended, a person known to me, and Mortgagor in the foregoing instrument, who, acknowledged execution of same as his free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and Notarial Seal on this 17th day of December, 2014.

Annette M Weiner
Notary Public

S E A L

Annette M Weiner
Name Printed



My Commission expires: 1/22/16

Residence: Lake



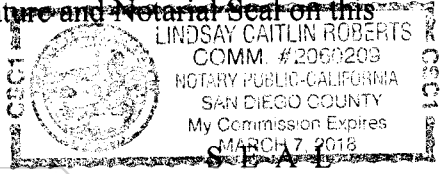
MORTGAGOR NOTARY PAGE TO MORTGAGE (CROWN POINT)

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared DAVID B. LASCO, a person known to me, as Managing Member of Duneland Holdings, LLC and Duneland Sand Enterprises, LLC, Mortgagee in the foregoing instrument, who, acknowledged execution of same in said capacity as his free and voluntary act, for the uses and purposes stated therein.

16th IN WITNESS WHEREOF, I have affixed my signature and Notarial Seal on this day of December, 2014.

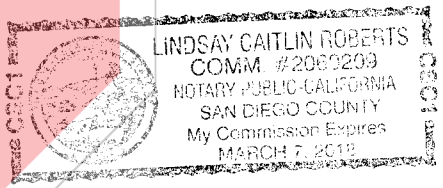
Lindsay Roberts
Notary Public



Lindsay Roberts
Name Printed
My Commission Expires: 03/07/2018
County of Residence: San Diego

I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. Anthony DeBonis, Jr.

*This instrument prepared by Anthony DeBonis, Jr., Hobart City Attorney,
ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC
214 Main Street, Hobart, Indiana 46342
Telephone (219) 940-9963, Facsimile (219) 940-9965*



MORTGAGEE NOTARY PAGE TO MORTGAGE (CROWN POINT)