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2014 DEC 18 AM 10:08

MICHAEL B. BROWN
RECORDED

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

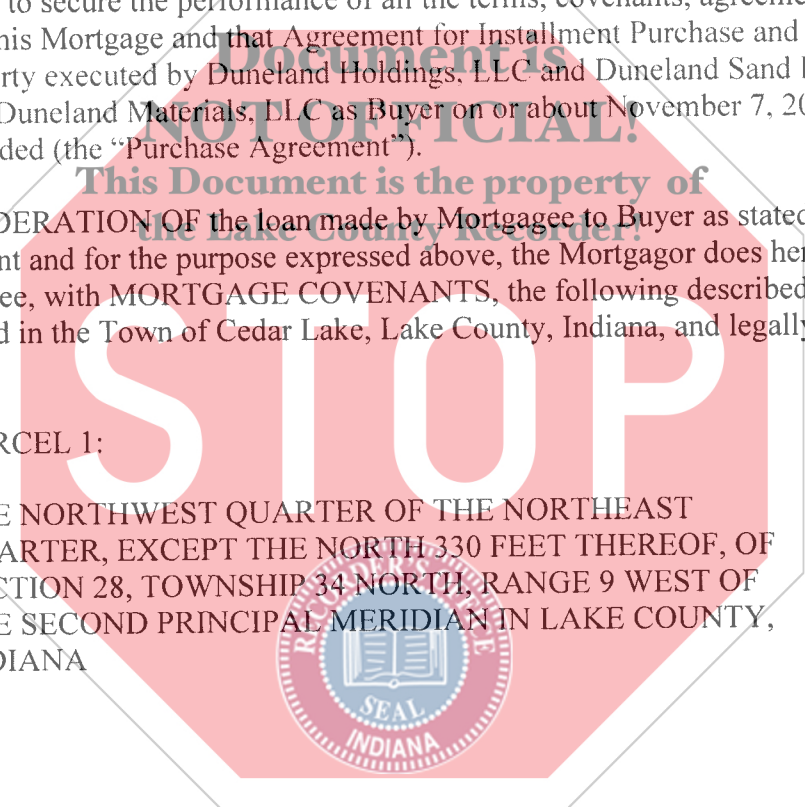
NORTHWEST INDIANA TITLE
162 WASHINGTON STREET
LOWELL, IN 46356
219-696-0100
21099 MORTGAGE

THIS MORTGAGE (the "Mortgage") is made and entered on December 17th, 2014 by and between BILLY'S SAND BOX, LLC, an Indiana limited liability company (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").

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 in the Town of Cedar Lake, Lake County, Indiana, and legally described as follows:

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 330 FEET THEREOF, OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA



#26

CRH
2287
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PARCEL 2:

LOT 6 IN AIRPORT HEIGHTS, AN ADDITION TO LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 34, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Property Numbers: 45-15-28-201-005.000-014
45-15-28-203-001.000-014

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.

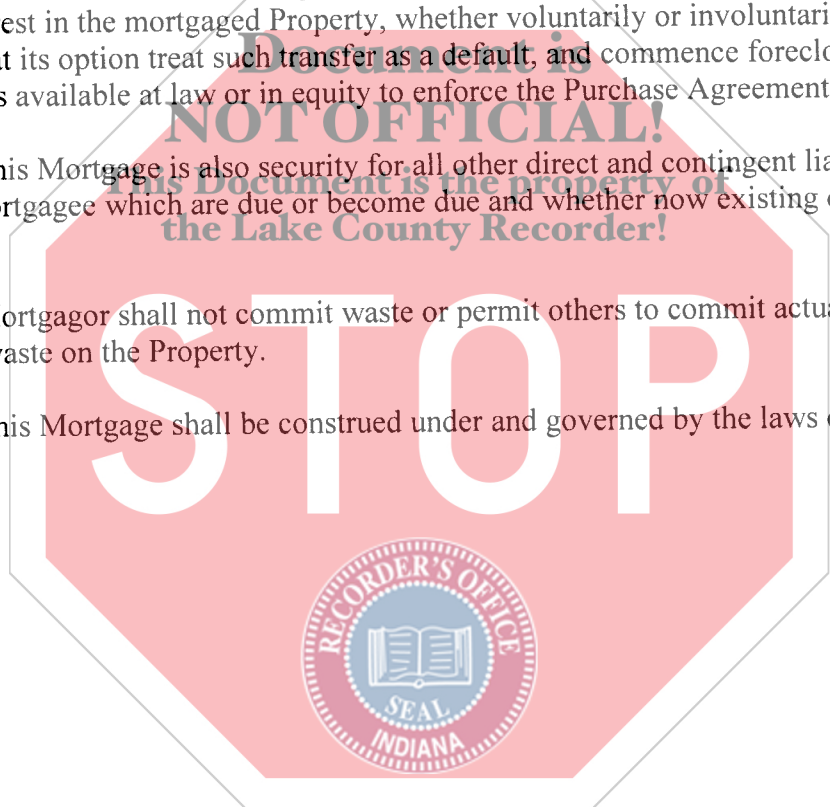
e. In the event that any condition of this Mortgage shall be in default and such default is not cured by Mortgagor within thirty (30) days, the Mortgagee may, at its sole option, commence foreclosure or any other proceedings available at law or in equity to enforce the Purchase Agreement or this instrument.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



SIGNATURE PAGES FOLLOW

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

“MORTGAGOR”

BILLY’S SAND BOX, LLC, an Indiana Limited Liability Company

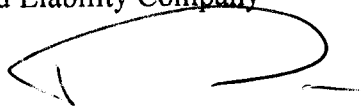
BY: 
WILLIAM C. HAAK, Managing Member



MORTGAGOR SIGNATURE PAGE TO MORTGAGE (CEDAR LAKE)

“MORTGAGEE”

DUNELAND HOLDINGS, LLC, an Indiana
Limited Liability Company

BY: 
DAVID B. LASCO, Managing Member

DUNELAND SAND ENTERPRISES, LLC, an
Indiana Limited Liability Company (“Seller”)

BY: 
DAVID B. LASCO, Managing Member



MORTGAGEE SIGNATURE PAGE TO MORTGAGE (CEDAR LAKE)

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared WILLIAM C. HAAK, a person known to me, as Managing Member of Billy's Sand Box, 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.

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

Annette M Weiner
Notary Public
Annette M Weiner
Name Printed



S E A L

My Commission Expires: 1/22/16
County of Residence: Lake



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 16th day of December, 2014.

Lindsay Roberts

Notary Public

Lindsay Roberts

Name Printed

My Commission Expires:

SEAL

03/07/2018

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 (CEDAR LAKE)