

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 083653

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REAL ESTATE MORTGAGE

MICHAEL S. STODOLAN
RECORDER
OTICCM

THIS INDENTURE WITNESSETH, that Cedar Lake MHC, LLC, an Indiana limited liability company ("Mortgagor") of Lake County, State of Indiana, mortgages and warrants to M.A. Properties VI, A Limited Liability Company ("Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

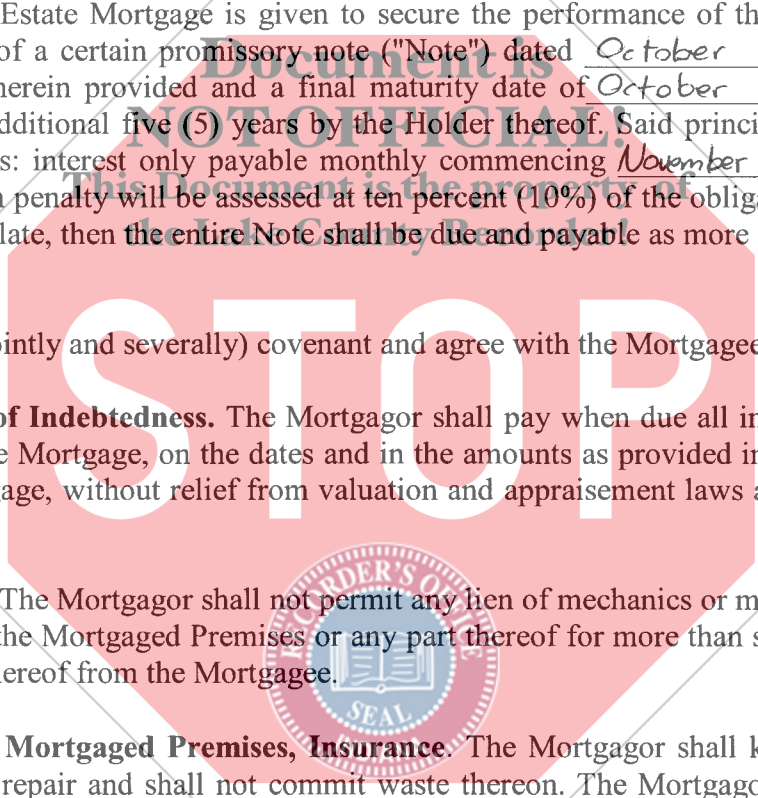
and commonly known as 9001 133rd Place and 8987 130th Court, Cedar Lake, Indiana 46303, hereinafter referred to as the ("Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining or attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated October 10th, 2014, with interest as therein provided and a final maturity date of October 1st, 2021, unless extended for an additional five (5) years by the Holder thereof. Said principal and interest are payable as follows: interest only payable monthly commencing November 1st, 2014, and if ten (10) days late then penalty will be assessed at ten percent (10%) of the obligation to be paid and if thirty (30) days late, then the entire Note shall be due and payable as more fully set forth in the Note.

The Mortgagor (jointly and severally) covenant and agree with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this Real Estate Mortgage, on the dates and in the amounts as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws and with reasonable attorneys fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than sixty (60) days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises, Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance with insurance companies acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of

Chicago Title Insurance Company



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CS
DW

Parcel 2:

Right and easement to go over, along and through the following described tract of land for utility purposes: An irregular shaped parcel of land, made up of two tracts of real estate described as follows to wit:

A strip of land 66 feet wide located in the Northeast Quarter of the Northwest Quarter of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, at Cedar Lake, Indiana, and lying 33 feet on each side of the following described center line of the former main track of the Chicago, Indianapolis and Louisville Railway Company: Commencing at a point on the North line of Avenue "A" extended East; thence North 18 degrees 30 minutes West along the center line of said Parcel to the North line of Lake Shore Drive extended East; and that part of the former right-of-way of the Chicago, Indianapolis and Louisville Railway Company lying between the North line of Avenue "A", Meyer's 1st Addition extended East and the North line of Lake Shore Drive extended East, except the Easterly 66 feet thereof, all in Lake County, Indiana, as created in easement dated August 25, 1969 and recorded December 29, 1969 as Document No. 43319 and re-recorded January 4, 1972 as Document No. 131357, made by L.D. Brumbaugh and Doris Brumbaugh, to Cedar Lake Trailer Court, Inc., an Indiana corporation.

Tax ID No. 45-15-27-127-013.000-014

Property Address

For Parcels 1 and 2: 9001 133rd Place, Cedar Lake, IN 46303

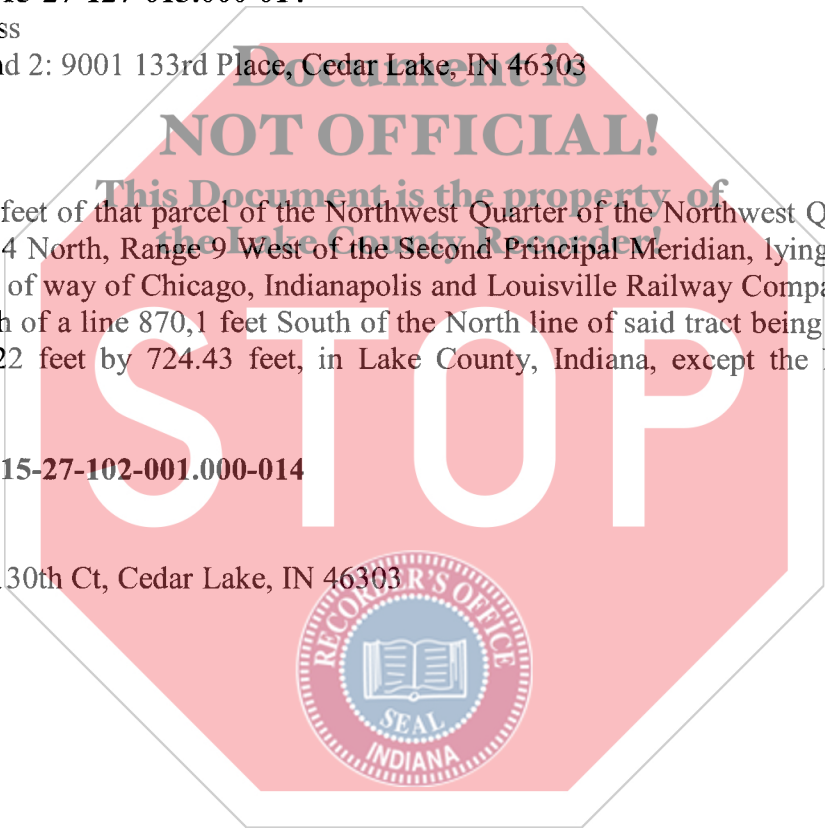
Parcel 3:

The South 358 feet of that parcel of the Northwest Quarter of the Northwest Quarter of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, lying East of the East line of the right of way of Chicago, Indianapolis and Louisville Railway Company (as deeded in 1947) and North of a line 870.1 feet South of the North line of said tract being a triangular tract 724.1 feet by 22 feet by 724.43 feet, in Lake County, Indiana, except the North 120.3 feet thereof.

Tax ID No. 45-15-27-102-001.000-014

Property

Address: 8987 130th Ct, Cedar Lake, IN 46303



such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when due, and before penalties accrue.

5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, at the election of the holder and shall bear interest from date or dates of payment at the rate of nine percent (9%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this Real Estate Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and reasonable attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which related to this Real Estate Mortgage or to the Mortgaged Premises.

6. **Default by Mortgagor, Remedies of Mortgagee.** Upon default by Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of the title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver, Remedies Cumulative.** Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.

8. **Extensions, Reductions, Renewals, Continued Liability of Mortgagor and Guarantor(s).** The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor and Guarantor(s), if any, to the Mortgagee.

EXHIBIT "A"

Parcel 1:

(A) Part of the North Half of the Northwest Quarter of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, described as follows:

Beginning on the East line of the present Monon Railroad right of way where it intersects with the North line of the South 82 acres of said Northwest Quarter of Section 27; thence East along the North line of said 82 acres to the Moody Church Assembly grounds; thence Northerly along the fence line of the aforementioned Moody tract a distance of 634.30 feet, more or less, to an iron pipe at the Northwest corner of said Assembly Grounds, as fenced; thence East along the North line of Moody Grounds, as fenced, 654.90 feet, more or less, to an iron pipe at the Westerly right of way line of the Chicago, Indianapolis and Louisville Railroad (abandoned); thence Northwesterly along said abandoned right of way line a distance of 186 feet to an iron pipe, said point being 511.9 feet South of the North line of Section 27, thence West parallel with the North line of Section 27, a distance of 851.80 feet to an iron pipe, said point being the East line of the Northwest Quarter of the Northwest Quarter of said Section 27; thence South 351 feet; thence West to present Monon right of way; thence South along the East right of way line of said Monon Railroad to the place of beginning, in Lake County, Indiana.

(B) An irregular shaped parcel of land, made up to two tracts of real estate described as follows, to-wit:

A strip of land 66 feet wide located in the Northeast Quarter of the Northwest Quarter of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, at Cedar Lake, Indiana and lying 33 feet on each side of the following described center line of the former main tract of the Chicago, Indianapolis and Louisville Railway Company; commencing at a point on the East and West center line of the Northeast Quarter of the Northwest Quarter of Section 27, Township 34 North, Range 9 West, 390 feet, more or less, West of the North and South center line of the said Section 27; thence on a tangent bearing North 18 degrees 30 minutes West of a distance of 460 feet, more or less, to a point on the North line, extended East of Avenue "A" in Meyer's 1st Addition and that part of the former right of way of The Chicago, Indianapolis and Louisville Railway Company lying between the North and South line of Avenue "A" in Meyer's 1st Addition extended East except the Easterly 66 feet thereof, in Lake County, Indiana.

(C) Right and easement to go upon, over and across the following described tract of land:

A strip of land 30 feet in width whose Easterly line is described as follows: Beginning at a point on the West right of way line of the Old Monon Railroad right of way at a point 511.90 feet South of the North line of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and extending Northwesterly along said right of way to the South line of Avenue "A", of Meyer's 1st Addition to Cedar Lake, Lake County, Indiana, as created in the Quit Claim Deed from Howard C. Meyer and Oda, his wife, to Sarah L. Meyer, dated March 29, 1924 and recorded April 5, 1924, in Deed Record 328, page 538, for a private right of way for egress and ingress.

Tax ID No. 45-15-27-127-005.000-014

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

Mailing Address of Mortgagee: 801 E. Main Street, Griffith, Indiana 46319

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]



STATE OF INDIANA)
) SS:
COUNTY OF Lake)

04 Before me, a Notary Public, in and for said County and State, this 10 day of _____, 2014, personally appeared William Jansma, known to me to be the Managing Member of **Cedar Lake MHC LLC, an Indiana limited liability company**, who acknowledge the execution of the foregoing Real Estate Mortgage.

My Commission Expires:

Notary Public
Printed:

Resident of _____ County

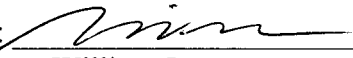
This instrument was prepared by:
Morris A. Sunkel
HARRIS WELSH & LUKMANN
107 Broadway
Chesterton, Indiana 46304
(219) 926-2114

Return to:
Jeff Austgen
801 E. Main Street
Griffith, Indiana 46319



IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage this
10th day of October, 2014.

CEDAR LAKE MHC, LLC

By: 
Name: William Jansma
Its: Managing Member

