

REAL ESTATE MORTGAGE

This indenture witnesseth that MAXWELL GROEN of 9543 Wicker Avenue, St. John, Indiana as MORTGAGOR,

Mortgages and warrants to the SNOW LIVING TRUST under date of September 9, 1999, restated October 7, 2014 of 8965 Patterson, St. John, Indiana as MORTGAGEE,

the following real estate in Lake County, State of Indiana, to

See Exhibit "A" attached

Document is

NOT OFFICIAL!

Commonly known as 9543 Wicker Avenue, St. John, Indiana

This Document is the property of

the Lake County Recorder!

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, when the same shall become due, of the following indebtedness of even date herewith:

Promissory note in the amount of Three Hundred Twenty Thousand Dollars (\$320,000.00) payable in monthly installments at the rate of not less than Three Thousand Three Hundred Eighty Dollars and Ninety Four Cents (\$3,380.94) beginning October 1, 2015 until paid in full.

with interest at the rate of five percent (5%) per annum computed monthly during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of ten percent (10%) per annum computed monthly during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with costs, expenses and attorney's fees;

In the event any payment under the mortgage is not received by the mortgagee within ten (10) days after the date due, Mortgagor shall pay Mortgagee a late charge of One Hundred Dollars

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TITLE COMPANY

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STATE OF INDIANA
LAKE COUNTY
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RECORDER

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(\$100.00). The failure to pay such late charges within three (3) days after demand, shall be an additional event of default hereunder. The provisions for such late charges shall be in addition to all of Mortgagee's other rights and remedies hereunder or at law, and shall not be construed as liquidated damages or as limiting Mortgagee's remedies in any manner.

B. Also securing any renewal or extension of such indebtedness;

C. Also securing all future advances to the full amount of this mortgage;

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay all taxes, insurance and assessments against said real estate and to provide Mortgagee with copies of paid tax receipts and certificates of insurance naming Mortgagee as a named insured.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, but not less than the outstanding balance of the mortgage, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. 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.

3. 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.

4. 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 his 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.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to the Mortgagor and Mortgagee as their respective interests at such time may appear (pro-rata).

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. 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.

7. 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 or title commitment 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, together with interest thereon at the rate of either per cent per annum, together with costs, expenses and attorneys fees 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.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind,

and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. 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.

10. Additional Covenants: none

Dated this 29th day of September, 2015



Seal

State of Indiana, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of September, 2015 personally appeared: Maxwell Groen and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Shannon Stiener
Shannon Stiener Notary Public

My Commission Expires: 3-14-23

County of Residence: Lake

This Instrument Prepared By: Michael L. Muenich
Attorney at Law
130 North Main Street
Crown Point, Indiana 46307
219/663-5600

Mail To: 130 N. Main St., Crown Point, IN 46307

misc\snow mortgage and promissory note

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Shannon Stiener

EXHIBIT "A"

Parcel 1: The North 140 feet (by parallel lines) of the following described tract of the land, to-wit: The West 40 feet of the East 266.34 feet of the West half of the Northwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, described as: Commencing at a point 1659.28 feet South and 33 feet East of the Northwest corner of said Section; and running thence South 493 feet; thence East 632.35 feet; thence North 493 feet; thence West 633.6 feet to the point of beginning, in the Town of St. John, Lake County, Indiana.

Parcel 2: The North 140 feet (by parallel lines) of the following described tract of the land, to-wit: Part of the West half of the Northwest Quarter of Section 33 Township 35 North, Range 9 West of the Second Principal Meridian, described as: Commencing at a point 1659.28 feet South and 33 feet East of the Northwest corner of said Section; and running thence South 493 feet; thence East 632.35 feet; thence North 493 feet; thence West 633.6 feet to the point of beginning, in the Town of St. John, Lake County, Indiana (except the East 266.34 feet thereof and except the West 240 feet of the North 110 feet thereof).

Parcel 3: The East 226.34 feet of the North 140 feet (by parallel lines) of the following described tract of the land, to-wit: Part of the West half of the Northwest Quarter of Section 33 Township 35 North, Range 9 West of the Second Principal Meridian, described as: Commencing at a point 1659.28 feet South and 33 feet East of the Northwest corner of said Section; and running thence South 493 feet; thence East 632.35 feet; thence North 493 feet; thence West 633.6 feet to the point of beginning, in the Town of St. John, Lake County, Indiana

Tax ID Nos. 45-11-33-151-005.000-035, 45-11-33-151-012.000-035 and
45-11-33-151-013.000-035

