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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MORTGAGE
2015 072559

2015 OCT 27 AM 11:11

MICHAEL B. BROWN
RECORDER

This mortgage, made this 12th day of October, 2015 between "Borrower" City to Sea Properties, LLC, herein called Mortgagor, Equity Trust Company Custodian FBO Steven Craig Smith IRA Z132003 a 38% Undivided Interest holding first position and Equity Trust Company Custodian FBO Howard A Smith IRA Z132006 a 62% Undivided Interest, whose address 1 Equity Way, Westlake, OH 44145, herein called Mortgagee, covering real estate described as: 1405 Lincoln Hwy, Schererville, IN 46375. The East 100 feet of the West 1300 feet of that part of the North 1/2 of the Northwest Quarter lying South of and adjoining the Right-of-Way of U.S. Highway #30 in Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian of the Town of Schererville in Lake County, Indiana.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Mortgagor herein contained. 2. Payment of the indebtedness evidence by one Note of even date herewith, any extension or renewal thereof, in the principal sum of \$164,000.00 executed by Mortgagor in favor of Mortgagee or order thereof. 3. Payment of such further sums as the then record owner of said property shall be obligated to pay for the benefit of Mortgagee, when evidenced by another note (or Notes) reciting it so secured.



TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all law affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Mortgagee fire insurance satisfactory to and with loss payable to Mortgagee. The amount collected under any fire or other insurance policy may be applied by Mortgagee upon any indebtedness secured hereby and in such order as Mortgagee may determine or at option of Mortgagee the entire amount so collected or any part thereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder invalidating any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Mortgage.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Mortgage.

HOLD FOR MERIDIAN TITLE CORP

15-26151

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL

[Signature]

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MT
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Should Mortgagor fail to make any payment or to do any act as herein provided, then Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Mortgagee who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance

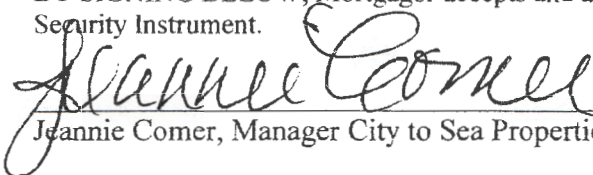
6. That by accepting payment of any sums secured hereby after its due date, Mortgagee does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

7. That upon default by Mortgagor in payment of any sums secured hereby or in performance of any agreement hereunder, Mortgagee may declare all sums secured hereby immediately due and payable by delivery to Mortgagee of written declaration of default and demand for sale and of written notice of default and of election to be sold said property, which notice Mortgagee shall cause to be filed for record, including but not limited to any and all expenditures secured hereby.

8. Mortgagor, or any successor in ownership of any indebtedness secured hereby, may not sell, transfer or convey any and all interest in and to this Mortgage and the Note of even date and amount secured hereby.

9. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the owner and holder, including pledges, of the Note secured hereby, whether or not named as Mortgagee herein. In this Mortgage, where the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument.


Jeannie Comer, Manager City to Sea Properties, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

State of California
County of Santa Cruz

SS:

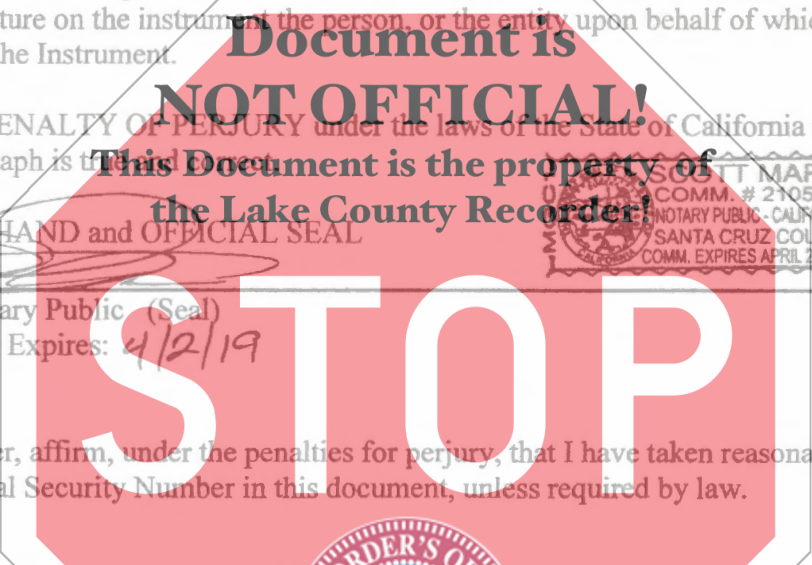
On October 8th, 2015, before me,

Scott Marin, Notary Public, personally appeared **Jeannie Comer**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND and OFFICIAL SEAL

[Handwritten Signature]
Signature of Notary Public (Seal)
My Commission Expires: 4/2/19



"I, Jeannie Comer, 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.

IC 36-2-11-15 Instruments that may be received for record or filing; name of person or governmental agency that prepared instrument Sec. 5. (a) This section does not apply to: (1) an instrument executed before July 1, 1959, or recorded before July 26, 1967; (2) a judgment, order, or writ of a court; (3) a will or death certificate; (4) an instrument executed or acknowledged outside Indiana; or (5) a federal lien on real property or a federal tax lien on personal property, as described in section 25 of this chapter. (b) The recorder may receive for record or filing an instrument that conveys, creates, encumbers, assigns, or otherwise disposes of an interest in or lien on property only if: (1) the name of the person and governmental agency, if any, that prepared the instrument is printed, typewritten, stamped, or signed in a legible manner at the conclusion of the instrument; and (2) all Social Security numbers in the document are redacted, unless required by law. (c) An instrument complies with subsection (b) (1) if it contains a statement in the following form: "This instrument was prepared by (name)." (d) An instrument complies with subsection (b) (2) if it contains a statement in the following form at the conclusion of the instrument and immediately preceding or following the statement required by subsection (b) (1): "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 (name)". As added by Acts 1980, P.L.212, SEC.1. Amended by P.L.171-2006, SEC.21; P.L.160-2007, SEC.4.



EXHIBIT "A"

Property Address: 1405 West Lincoln Highway, Schererville, IN 46375
File No.: 15-26151

The East 100 feet of the West 1300 feet of that part of the North ½ of the Northwest Quarter lying South of and adjoining the Right of-Way of U.S. Highway #30 in Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian in the Town of Schererville in Lake County, Indiana.

Tax ID Number(s):
20-13-0110-0057

45-11-17-103-010-000-036

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

