

# REAL ESTATE MORTGAGE

2016 014717

This indenture witnesseth that

Sharon Charbonneau

of Porter County, Indiana,

as MORTGAGOR,

Mortgages and warrants to

M. Byron Grubb

of Ward County, North Dakota,  
the following real estate in Lake County  
State of Indiana, to wit:

as MORTGAGEE

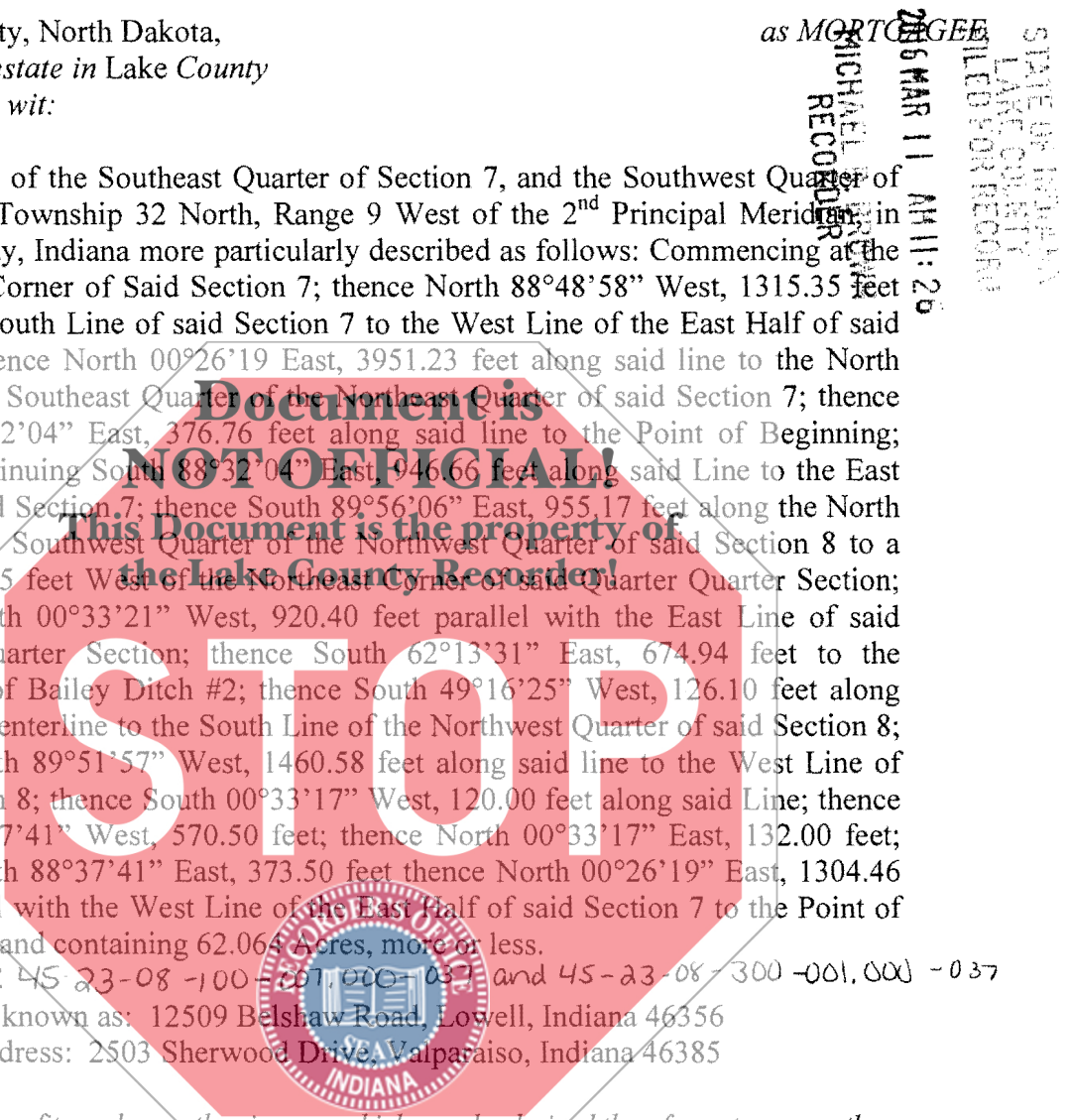
Those parts of the Southeast Quarter of Section 7, and the Southwest Quarter of Section 8, Township 32 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian in Lake County, Indiana more particularly described as follows: Commencing at the Southeast Corner of Said Section 7; thence North 88°48'58" West, 1315.35 feet along the South Line of said Section 7 to the West Line of the East Half of said Section; thence North 00°26'19 East, 3951.23 feet along said line to the North Line of the Southeast Quarter of the Northeast Quarter of said Section 7; thence South 88°32'04" East, 376.76 feet along said line to the Point of Beginning; thence continuing South 88°32'04" East, 946.66 feet along said Line to the East Line of said Section 7; thence South 89°56'06" East, 955.17 feet along the North Line of the Southwest Quarter of the Northwest Quarter of said Section 8 to a point 358.45 feet West of the Northeast Corner of said Quarter Quarter Section; thence South 00°33'21" West, 920.40 feet parallel with the East Line of said Quarter Quarter Section; thence South 62°13'31" East, 674.94 feet to the centerline of Bailey Ditch #2; thence South 49°16'25" West, 126.10 feet along said ditch centerline to the South Line of the Northwest Quarter of said Section 8; thence North 89°51'57" West, 1460.58 feet along said line to the West Line of said Section 8; thence South 00°33'17" West, 120.00 feet along said Line; thence North 88°37'41" West, 570.50 feet; thence North 00°33'17" East, 132.00 feet; thence North 88°37'41" East, 373.50 feet thence North 00°26'19" East, 1304.46 feet parallel with the West Line of the East Half of said Section 7 to the Point of Beginning, and containing 62.064 Acres, more or less.

Parcel Nos: 45-23-08-100-001,000-037 and 45-23-08-300-001,000-037

Commonly known as: 12509 Belshaw Road, Lowell, Indiana 46356

Grantee Address: 2503 Sherwood Drive, Valparaiso, Indiana 46385

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:



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2016 MAR 11 AM 11:29  
MICHAEL B. BRADY  
RECORDER

AMOUNT \$ 19.00-  
 CASH \_\_\_\_\_  
 CHECK # 096028  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 BY \_\_\_\_\_  
 JAS

✍

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

**One Hundred Twelve Thousand Dollars (\$112,000.00)**

as evidenced by a promissory note obligation dated December 15, 2015, with interest at the rate of zero (0%) per cent per annum computed during such period of said mortgage, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

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 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, 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 for the 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 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 this Mortgagee.

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 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 the interest thereon at the rate of twelve per cent per annum, 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

State of Indiana, Lake County, ss: Dated this 15<sup>th</sup> day of December, 2015.  
Before me, the undersigned, a Notary public in and for said County and State this 15<sup>th</sup> day of December, 2015 personally appeared:

Sharon Charbonneau

*Sharon Charbonneau*  
Sharon Charbonneau

And acknowledged the execution of the foregoing mortgage.  
In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires 12-15-22



*Keith Wolak*  
Notary Public, Resident of Laurel County

Seal

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless This instrument prepared by Keith Wolak, Hoepfner Wagner and Evans, LLP, 103 Lincolnway, Valparaiso, IN 46384 219-464-9791 required by law. Keith Wolak

Mail to: Sharon Charbonneau, 2503 Sherwood Drive, Valparaiso, IN 46385