

of payment at the rate of TEN percent (10.00%) 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 mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the 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 mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of 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.** No delay by the Mortgagee in the exercise of any of his 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 of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his 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 the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
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 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 mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
10. **Additional Provisions:**
NONE

THE PARTIES TO THIS MORTGAGE ACKNOWLEDGE THAT THE PREPARER, ANDREW T. MCGUIRE, ATTORNEY AT LAW, WAS SOLELY ENGAGED TO DRAFT A MORTGAGE BASED ON THE TERMS AND PROVISIONS PROVIDED PURSUANT TO AN AGREEMENT BY AND BETWEEN THE PARTIES HERETO AND WAS NOT ENGAGED TO PROVIDE LEGAL ADVICE AS TO THE APPROPRIATENESS OR LEGAL CONSEQUENCES OF THIS MORTGAGE AS SAME MAY APPLY TO THE BUYER AND SELLER. EACH PARTY ACKNOWLEDGES THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK AND RETAIN THEIR INDEPENDENT

COUNSEL AND ARE SIGNING THIS MORTGAGE WITHOUT RELIANCE UPON LEGAL ADVICE FROM THIS DOCUMENT'S PREPARER.

In Witness Whereof, the Mortgagor has executed this mortgage, this 10th day of June, 2016.

Terra Holdings LLC

Paul B Burns President

By: _____
Title: _____

State of Indiana, County of Lake ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ of Terra Holdings LLC who acknowledged the execution of the foregoing Mortgage and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 10th day of June, 2016.

My Commission Expires:

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder

Paula Barrick
Printed Name of Notary Public

Notary Public County and State of Residence

This instrument was prepared by:
Andrew T. McGuire, Attorney-at-Law #25941-71
202 S. Michigan Street, Ste. 300, South Bend, IN 46601

Property Address:
7350 Gable Road
Merrillville, IN 46410

Mortgagee's Address:
9220 Tesoras Dr. # 201
Las Vegas, NV 89144

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. Andrew T. McGuire

MTC File No.: 16-12587 (MTG)



EXHIBIT A

The North 128 feet of a parcel of land described as the North 256.83 feet of that part of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as: Commencing at a point which is South 43 minutes East 155.96 feet from a point which is South 30 minutes West 171.95 feet from a point in the center of Old Lincoln Highway which point is 663.8 feet West of the Northeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 16, and from said place of beginning continued South 43 minutes East 992.54 feet to the South line of said 1/4 1/4 Section, thence West to a point 471.46 feet East of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16; thence North 30 minutes East 992.53 feet to the Southwest corner of a tract of land deeded to Frank Warren and wife, Estie, by deed dated December 3, 1940 and recorded December 18, 1940 in Deed Record 625, Page 105; thence East 180.35, more or less to the place of beginning.

An easement for ingress and egress and the establishment and maintenance of utilities over, across and under a parcel of land 30 feet in width bounded on the East by the East line of Parcel I extended North and bounded on the South by the North line of Parcel I and on the North by the South line of Lot 7 of Block I of Iddings Lincoln Highway Addition to Gary extended East, and bounded on the West by a line 30 feet West of and parallel to the first described line.

