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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 AUG 26 AM 10:17

INDIANA MORTGAGE

MICHAEL B. BROWN  
RECORDER

Z4-662 IN (09/08/2015) Pg. 1



Z4-662 IN

THIS MORTGAGE, made this 16<sup>th</sup> day of August, 2016, by and between  
RAC EXCHANGE, LLC AND DECP EXCHANGE, LLC, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(hereinafter referred to as the Mortgagor), of PO Box 219, Lake Village, IN 46349 and FARM CREDIT MID-AMERICA, FLCA, a corporation, existing and operating under an Act of Congress known as the Farm Credit Act of 1971, as amended, of 1601 UPS Drive, Louisville, Jefferson County, Kentucky 40223, P. O. Box 34390, Louisville, Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of a note dated August 16, 2016 executed and delivered to the Mortgagee, which includes:

- Principal in the sum of: One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00);
- Interest, which may be adjustable or fixed and which may be converted from one to the other from time to time at the option of the Mortgagor with the consent of the Mortgagee;
- All other sums, including, but not limited to, any prepayment fees payable in accordance with said Note; and
- A repayment plan with the last installment being due on the 1st day of July, 2017;

Without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorney's fees.

WITNESSETH: That the Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does by these presents MORTGAGE and WARRANT unto the Mortgagee the following described real estate, together with its rents, issues and profits, and together with all buildings and improvements thereon to hereafter erected thereon, and all appurtenances thereto belonging, situated in  
LAKE County, State of Indiana to wit:

the Lake County Recorder!

SEE ATTACHED EXHIBIT A INCORPORATED HEREIN BY REFERENCE

STOP



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FIDELITY NATIONAL  
TITLE COMPANY

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To Have And To Hold to the proper use of the Mortgagee forever. And the Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this mortgage, he is well seized of the above-described premises, has a good and indefeasible estate in fee simple, and has good right to encumber them in manner and form as above written; that they are free and clear of all encumbrances, unrecorded conveyances and undisclosed interests whatsoever, and that he will warrant and defend said property, with the appurtenances thereunto belonging, to the Mortgagee, against all lawful claims and demands whatsoever. By execution of this Mortgage, Mortgagor hereby acknowledges receipt of all of the proceeds of the loan evidenced by the aforesaid promissory note or notes.

The Mortgagor covenants and agrees (1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property; (2) that the proceeds of the Note secured hereby are used solely for the purposes specified in the loan application; (3) to keep the property insured against loss or damage by fire, wind, flood and extended coverage perils, in companies and amounts satisfactory to Mortgagee, and provide evidence of such insurance to the satisfaction of the Mortgagee and to use any insurance proceeds in accordance with the policies and procedures of the Mortgagee or to apply such proceeds on the indebtedness hereby secured as the Mortgagee may elect; (4) to maintain the improvements in good repair, to refrain from the commission of waste, to cultivate the property in a good and husbandmanlike manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) that neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created conditions which may give rise to environmental liability; that no enforcement actions are pending or threatened and that any costs the Mortgagee incurs as a result of environmental liabilities shall become a part of the debt secured hereby; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Mortgagee access to the property for testing and monitoring and to forward any notices received from state and federal environmental agencies to Mortgagee; to permit Mortgagee and its agents to enter upon the property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the property with this covenant (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person); that to the best of Mortgagor's knowledge, there are no underground tanks on the property, except as already disclosed and that any such underground tanks currently or previously located on the property do not now, and never have leaked and there is no contaminated soil located on the property in connection with any of said underground tanks; and to indemnify and hold Mortgagee harmless against any and all claims and losses resulting from a breach of this covenant of the Mortgage; this covenant and indemnity shall survive foreclosure of this Mortgage or acceptance by Mortgagee of a deed in lieu of foreclosure; (6) not to assign, lease, sell, convey or impair any crop allotment and/or any acreage allotment now established or hereafter established on the property; (7) to pay all court costs, expenses of title examination, abstract fees, and when lawful, attorney's costs and fees incurred by the Mortgagee involving this Mortgage, the loan it secures and the enforcement thereof, and any such costs, expenses or fees paid or payable by the Mortgagee shall become a part of the debt secured hereby; (8) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, attorney's fees or title evidence expense, or to maintain insurance as hereinbefore provided, the Mortgagee may do so, and all amounts so paid shall bear interest from date of payment at the rate set out for defaulted payments in the Note secured hereby; (9) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of the sale, lease or transfer of an interest in any portion of the property, any oil, gas, oil and mineral leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the property and any condemnation proceedings or other seizures of all or part thereof under the right of eminent domain or otherwise, and all monies received by Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest provided that nothing herein shall be construed as a waiver of the priority of the lien of this Mortgage over any such lease, rights or privileges granted subsequent to the date of this Mortgage; (10) that the Mortgagee may renew or substitute the evidence of indebtedness and may extend and defer the maturity of and reamortize said indebtedness, release any person from liability to repay said indebtedness and any such extensions, deferrals, renewals and reamortizations will be secured hereby; (11) that, if any portion of the debt secured hereby was incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (12) that if the Mortgagor shall sell, transfer or lease the property, or if the ownership of any portion thereof shall be changed either by voluntary or involuntary transfer or by operation of law, or if the Mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreements herein contained, or if a receiver or trustee for any part of the property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if, in defending any such action commenced to foreclose or enforce a lien on any portion of the property, the Mortgagee elects to cross-claim and foreclose the lien of this Mortgage, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set out for defaulted payments in the note secured hereby, and the Mortgagee shall have the right to enter upon and take possession of the property and to foreclose the lien of this Mortgage; (13) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee, appoint a receiver for the property; (14) that if the indebtedness is subject to a guarantee from Farm Service Agency, the Mortgagors shall be in default under this mortgage, the above notes) and other loan documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M; prior to loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Mortgagors must demonstrate that Mortgagors are actively applying an approved conservation plan on that land which has been determined to be highly erodible prior to 1990 or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later; and Mortgagors must demonstrate that any production of an agricultural commodity on highly erodible land will be done in compliance with an approved Soil Conservation Service conservation system; (15) that the omission of the Mortgagee to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default; (16) that upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without any charge paid to Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs as prescribed by law to public officials for release of this

Mortgage: (17) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties; (18) that wherever in this Mortgage either the Mortgagor or the Mortgagee is named or referred to, such naming or reference includes all of the class and assigns, heirs, personal representatives, grantees, or successors of either, as the case may be; and that the pronoun as used herein in the third person singular, includes the person, number and gender appropriate to the first designation of the parties; (19) all references to the interest rate as referred to hereinabove shall be subject to the interest rate provisions of the Note or Notes secured hereby and any supplemental agreements.

In the event that any provision or clause of this Mortgage conflicts with applicable law or is declared unenforceable by a court of competent jurisdiction or otherwise, then any such provision or clause shall be severable and shall not affect the remaining provisions of this Mortgage or the enforceability thereof.

THE CONDITION OF THIS MORTGAGE is such that if all payments provided for in the Note are made and each and all the covenants, conditions and agreements, either in the Note or in this Mortgage, are complied with, then this Mortgage shall be null and void, otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand, the day and year first written above.

Lender NMLS #407249 ASHLEY HOPP NMLS # 932047

RAC EXCHANGE, LLC

DECP EXCHANGE, LLC

National Safe Harbor Exchanges, a California corporation,  
Sole Member  
By: Martin Karol, Vice President

National Safe Harbor Exchanges, a California corporation  
Sole Member  
By: Martin Karol, Vice President

*[Handwritten signature]*

*[Handwritten signature]*



STATE OF INDIANA )

COUNTY OF \_\_\_\_\_ )

SS: \_\_\_\_\_

Before me, \_\_\_\_\_ a Notary Public in and for said State and  
(printed or typewritten name of Notary)

County, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ (names(s) of person(s) executing the instrument)

acknowledged the execution of the foregoing instrument.

My Commission expires \_\_\_\_\_

County of Residence: \_\_\_\_\_



Notary Public:

Typed name of Notary Public: \_\_\_\_\_

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 SUSAN L. OLSON

The form of this mortgage was prepared by Farm Credit Mid-America, PCA, a corporation, by Carolyn M. Baucr, its Attorney and completed by SUSAN L. OLSON employee.  
(name of employee completing form)

STATE OF )  
 ) SS:  
COUNTY OF )

I, Olga M. Galvan, a Notary Public in and for State and County aforesaid, do hereby certify that on August 15<sup>th</sup> 2016, before me appeared Martin Karol, Vice President of National Safe Harbor Exchanges as the Sole Member, of RAC EXCHANGE, LLC and that this instrument was signed and attested by him for and on behalf of said Company under authority of its Members; and said Member acknowledged said instrument to be their free act and deed as such officer and the free act and deed of RAC EXCHANGE, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Cook County, Illinois, on the date last above written.

Olga M. Galvan  
Notary Public

My commission expires: 1/31/2020  
County of residence: \_\_\_\_\_

STATE OF Illinois  
 ) SS:  
COUNTY OF Cook

I, Olga M. Galvan, a Notary Public in and for State and County aforesaid, do hereby certify that on August 15<sup>th</sup> 2016, before me appeared Martin Karol, Vice President of National Safe Harbor Exchanges as the Sole Member, of DECP EXCHANGE, LLC and that this instrument was signed and attested by him for and on behalf of said Company under authority of its Members; and said Member acknowledged said instrument to be their free act and deed as such officer and the free act and deed of DECP EXCHANGE, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Cook County, IL, on the date last above written.

Olga M. Galvan  
Notary Public

My commission expires: 1/31/2020  
County of residence: ILLINOIS



EXHIBIT A

**Exculpation of Exchange Facilitator.** National Safe Harbor Exchanges, a California corporation ("NSHE"), is acting as an exchange accommodation titleholder in connection with a like-kind exchange under IRC §1031 and Revenue Procedure 2000-37 for the benefit of Robert A Churchill, Jr and Donna E Churchill-Polich ("Exchanger"). NSHE is the sole member of RAC Exchange, LLC and DECP Exchange, LLC (Owner). The general credit of NSHE is not obligated or available for the payment of the indebtedness created or secured by the loan agreement, promissory note, deed of trust / mortgage, environmental indemnities and any other documents executed by NSHE or Borrower in connection with this loan (collectively referred to as the "Loan Documents"). Notwithstanding any provisions of the Loan Documents to the contrary, except in the event of fraud or willful misconduct by NSHE, Lender will not look to NSHE or its directors, officers, employees or shareholders (collectively, "NSHE Parties") with respect to the indebtedness evidenced by the Loan Documents or any covenant, stipulation, promise, indemnity, agreement or obligation contained herein. In enforcing its rights and remedies under the Loan Documents, the Lender will look solely to any or all of the Property, Borrower, Exchanger and guarantors for the payment of the indebtedness secured by these Loan Documents and for the performance of the provisions hereof. The Lender will not seek a deficiency or other money judgment against NSHE or NSHE Parties and will not institute any separate action against NSHE or NSHE Parties by reason of any default that may occur in the performance of any of the terms and conditions of the Loan Documents between Borrower and Lender. This agreement on the part of the Lender shall not be construed in any way so as 1) to affect or impair the lien of the Loan Documents or the Lender's right to foreclosure as provided by law, or 2) to limit or restrict any of the rights or remedies of the Lender in any foreclosure proceedings or other action to enforce payment of the indebtedness secured by this instrument.

**Permitted Transfer.** Lender shall allow NSHE to transfer the Property to Exchanger pursuant to a Qualified Exchange Accommodation Agreement between said parties. This transfer shall not constitute an event that would permit Lender to declare the loan immediately due and payable, nor shall such transfer subject NSHE to payment of any Lender transfer fee. Upon such permitted transfer, NSHE shall be released from any and all liability. Lender consents to this transfer of the Property either by 1) deed from Borrower to Exchanger or 2) NSHE's assignment to Exchanger of the sole membership interest in Borrower.

Parcel 1: That part of the East Half of Section 31, Township 32 North, Range 9 West of the 2nd P.M., lying South of the Wagon Road, all in Lake County, Indiana.

Parcel 2: That part of the Northeast Quarter of Section 6, Township 31 North, Range 9 West of the Second Principal Meridian, lying North of the centerline of Williams Ditch, in Lake County, Indiana.

Parcel 3: Outlot "B" in Unit No. 1 of Pon & Co's Riverside Farms, as per plat thereof recorded in Plat Book 27, page 31, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: Part of the Northwest 1/4 of Section 6, Township 31 North, Range 9 West of the 2nd P.M., lying North of the centerline of Williams Ditch, except the Westerly 7 acres thereof, in Lake County, Indiana.

