## STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 FEB -6 AM 10: 49

MICHAEL B. BROWN RECORDER

## 2017 008090

## MORTGAGE

THIS MORTGAGE (this "Mortgage") is entered into this 2nd day of February, 2017, by INDIANA LAND TRUST COMPANY as Trustee under Trust Agreement dated December 3, 2014, and known as Trust No. 120112 ("Mortgagor") with an address at 19800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307, in favor of INTELLILOAN, LLC, an Indiana limited liability company ("Mortgagee"), with an address at 830 East Sidewalk Road, Chesterton, Indiana 46304, c/o Michael T. Sawyier, Esq.

Document is

- A. ZENITH DEVELOPMENTS, LLC, an Indiana limited liability company ("Borrower"), has executed and delivered to Mortgagee that certain Mortgage Notes dated of each berewith, in the of gregate principal amount of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,600,00) (the "Note")
- B. As a condition to Mortgagee's extension of such credit to Borrower, evidenced by the Note, Mortgagee has required that Borrower enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein.
- C. This Mortgage secures: (i) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, amendments, restatements and modifications thereof; (ii) the payment of all other sums, with interest, advanced hereunder by Mortgage to protect the security of this Mortgage; and (iii) the performance of all other of Borrower's covenants and agreements under this Mortgage and the Note.

NOW, THEREFORE, in consideration of the Recipils and promises contained herein and to secure payment and performance of the Note, and in consideration of Ten and No/100 Cohars (\$10.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Borrower does hereby GRANT, REMISE, RELEASE, ALIEN, CONVEY, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the following described real estate (the "Land") in Porter County, Indiana:

LOT 3 OF G & G INVESTMENTS, ELC, SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 7 WEST, GITY OF PORTAGE, PORTAGE TOWNSHIP, PORTER COUNTY, INDIANA, AND RECORDED JANUARY 15, 2015, AS INSTRUMENT NO. 2015-000954 AND RERECORDED JANUARY 22, 2015, AS INSTRUMENT NO. 2015-001373 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

Commonly known as: 2947 U.S. Hwy. 6, Portage, IN

CTIC Has made an accomodation recording of the instrument.

27-

1820501682

TOGETHER WITH all the improvements now or hereafter erected on the land, and all easements, appurtenances, and fixtures now or hereafter a part of the Land. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Real Estate." The recitals set forth above are hereby incorporated herein and made a part of this Mortgage.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate that can attain priority over this Mortgage. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as Borrower is performing such agreement; (b) contest the lien in good faith by, or defend against enforcement of the lien in, legal proceedings that in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are populing, but only until such proceedings are concluded; or (c) secure from the holder of the lien an agreement satisfactory to Mortgagee subordinating any such new lien to the lien of this Mortgage.

The Lake County Recorder!

Borrower shall keep the improvements now existing or hereafter erected on the Real Estate insured against loss by fire other hazards. If Borrower fails to maintain any of the coverages described above, Mortgagee may, subject to the notice and cure provisions herein provided, obtain insurance coverage, at Mortgagee's option and Borrower's expense.

If default be made in the payment of the principal of the Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified for the payment thereof in the Note, which default shall continue for a period of thirty (30) days after written notice of such default from Mortgagee to Borrower as hereinbelow provided and specified, or in case of a breach of any of the other covenants or agreements herein contained, which breach shall continue for a period of sixty (60) days after written notice of such default from Mortgagee to Borrower as hereinbelow provided and specified, then and in such case the whole of the principal sum and interest owed pursuant to the Note shall thereupon, at the option of the Mortgagee, become immediately the and payable, and Mortgagee may immediately foreclose this Mortgage to pay the same. It shall be lawful for Mortgagee to enter into and upon the Real Estate and to receive and collect all rents, issues and profits thereof, and Mortgagee shall be entitled to any and all other remedies it may have under applicable law.

Written notice to Borrower of any notice of any claimed default or breach as aforesaid default shall be deemed effective only upon the Certified-Mail delivery (or attempted delivery) thereof to Borrower at Borrower's last known address as may be designated by Borrower to Mortgagee in writing, with copies of any such notice simultaneously sent (as a further condition of effectiveness) by like means and by Federal Express, United Parcel Service, or United States Postal Service next-day delivery service to Michael T. Sawyier, Law Offices Of Michael T. Sawyier, 830 East Sidewalk Road, Chesterton, IN 46304. Borrower shall have the applicable 30-day or 60-day period after such Notice in which to cure any such default or breach.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, and such failure continues beyond the expiration of the applicable cure period provided herein, then Mortgagee may do and pay for whatever Mortgagee deems reasonably necessary to protect the value of the Real Estate and Mortgagee's rights therein. Mortgagee's actions may include paying any sums secured by a lien that has priority over the lien of this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Real Estate to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee does not have to do so. Any amounts disbursed by Mortgagee under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Borrower requesting payment.

Any forbearance by Marigages in exercising any right or remedy hereunder shell not be a waiver of or preclude the exercise of any right or remedy.

the Lake County Recorder!

This Mortgage shall be governed by the law of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.



STATE OF INDIANA

COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_\_, on behalf of Mortgagor who having been duly sworn under oath, acknowledged his execution of the foregoing Mortgage on behalf of Mortgagor.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In making any warranty herein the Prustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein late made you reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 2nd day of February, 2017.

INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 3, 2014 and known as Trust No. 120112.

Richard Caprio, Trust Officer

STATE OF INDIANA

62.

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, formerly known as Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as his free and voluntary act, acting for such corporation as Trustee.

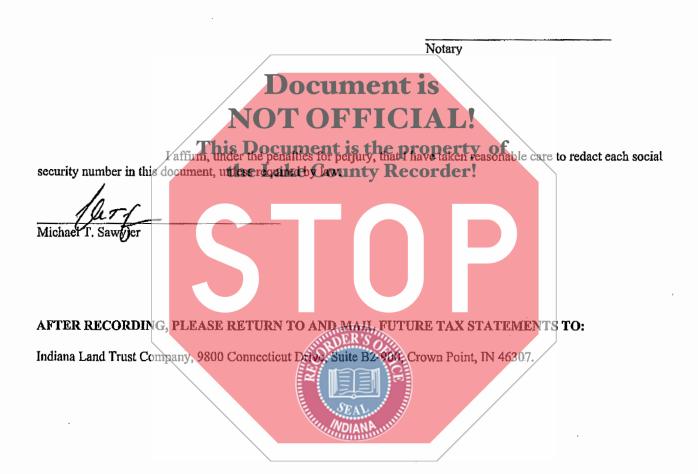
Witness my hand and seal this this 2nd day of February, 2017.



Olivia Penix, Notary Public LaPorte County, IN. resident

My Commission expires: 02-27-2020

Witness my hand and Notarial Seal this 2nd day of February, 2017.



This instrument was prepared by:

Michael T. Sawyier, Esq., Law Offices Of Michael T. Sawyier, 830 East Sidewalk Road, Chesterton, IN 46304.