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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 008090

2017 FEB -6 AM 10:49

MICHAEL B. BROWN
RECORDER

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. Sawyer, Esq.

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RECITALS
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A. ZENITH DEVELOPMENTS, LLC, an Indiana limited liability company ("Borrower"), has executed and delivered to Mortgagee that certain Mortgage Note, dated of even date herewith, in the aggregate principal amount of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) (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 Mortgagee 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 Recitals and promises contained herein and to secure payment and performance of the Note, and in consideration of Ten and No/100 Dollars (\$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, LLC, SUBDIVISION LOCATED IN THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 7 WEST, CITY OF PORTAGE, PORTAGE TOWNSHIP, PORTER COUNTY, INDIANA, AND RECORDED JANUARY 15, 2015, AS INSTRUMENT NO. 2015-000954 AND RE-RECORDED 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

84217c inv.

CTIC Has made an accomodation recording of the instrument.

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CK# 1820501682

AM

CHICAGO TITLE INSURANCE COMPANY

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 pending, 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.

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.

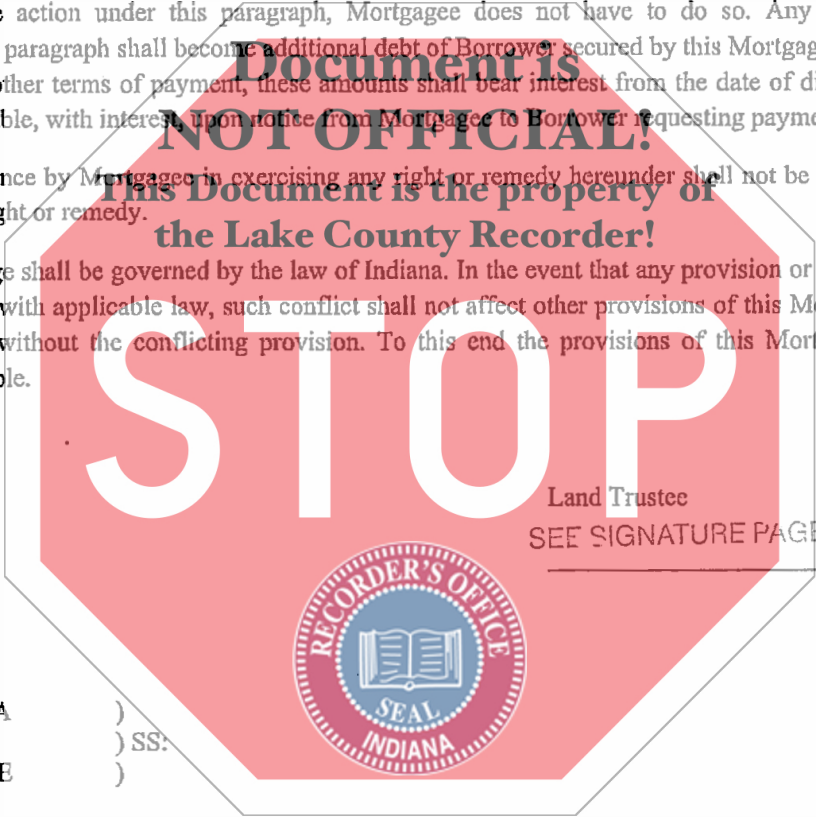
If default be made in the payment of the principal of the Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified for the payment thereof in the Note, which default shall continue for a period of thirty (30) days after written notice of such 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 due 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. Sawyer, Law Offices Of Michael T. Sawyer, 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 Mortgagee in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy.

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)
) SS:
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.

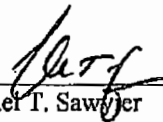
Witness my hand and Notarial Seal this 2nd day of February, 2017.

Notary

**Document is
NOT OFFICIAL!**

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.

**This Document is the property of
the Lake County Recorder!**



Michael T. Sawyer

STOP

AFTER RECORDING, PLEASE RETURN TO AND MAIL FUTURE TAX STATEMENTS TO:

Indiana Land Trust Company, 9800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307.



This instrument was prepared by:

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