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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 019789

2017 MAR 28 AM 10: 53

MICHAEL B. BROWN  
RECORDER

**REAL ESTATE MORTGAGE**

***This Indenture Witnesseth, that THRUPOINT INTERMODAL, LLC***, an Indiana limited liability company, of Lake County, Indiana, Mortgageor, mortgages and warrants to the **CITY OF HAMMOND**, of Lake County, Indiana, Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

See Attached Exhibit "A" which is incorporated herein as if fully set forth

together with all rights, privileges, interest, easements, hereditaments appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with said real estate, 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:



To secure the payment, when the same shall become due, of the sum of Two Hundred Ninety Seven Thousand Three Hundred Forty-Five and 92/100 dollars (\$297,345.92), payable on or before March 9, 2019 with interest at the rate of three and one-half percent (3.5%) on the unpaid principal all without relief from valuation and appraisal laws, and with attorney's fees;

Also securing any renewal or extension of such indebtedness;

Also securing all future advances to the full amount of this mortgage;

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

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Mortgagee to be delivered to possession of Mortgagee to be held continuously through the period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management or 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 during regular business hours or upon twenty-four (24) hours notice.

3. The holder of this obligation may renew the same or extend the time of 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 any 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 Mortgagee until this Mortgage is satisfied.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment under the Note or this Mortgage when the same shall become due and payable, the holder of the Note and Mortgage may, at its 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 lie or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and instituted 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, together with all other costs and expenses incurred by Mortgagee in connection with such foreclosure proceedings, and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of ten percent (10%) 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. In addition, the receiver is hereby authorized to sell said real estate upon court approval. 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 the heirs, executors, administrators of Mortgage or successors in ownership.

Dated this 24<sup>th</sup> day of March, 2017.



**THRUPOINT INTERMODAL, LLC**

**THRUPOINT INTERMODAL, LLC**

By: **J. JUSTIN MURPHY**, Manager and CEO of ThruPort Intermodal, LLC

By: **RUSSELL D. MILLBRANTH**, Co-Manager of ThruPort Intermodal, LLC

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of March, 2017, personally appeared J. JUSTIN MURPHY, Member in Interest of ThruPort Intermodal, LLC, and acknowledged that he executed the foregoing instrument as such Member in Interest in the name of and for and on behalf of said limited liability company.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-02-17  
My County of Residence: Lake

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

*Lucinda Murphy*  
Lucinda Murphy, NOTARY PUBLIC

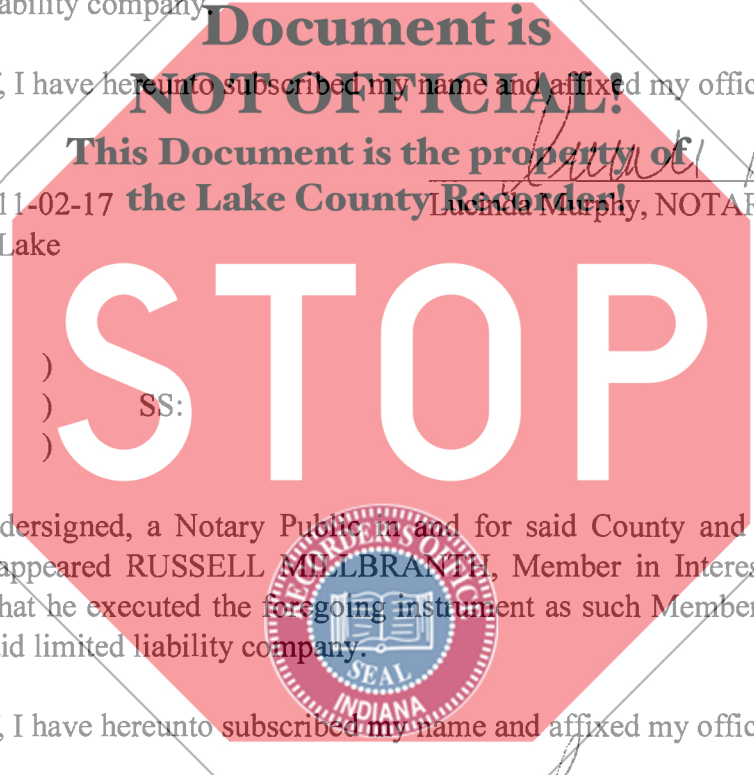
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of March, 2017, personally appeared RUSSELL MILLBRANTH, Member in Interest of ThruPort Intermodal, LLC, and acknowledged that he executed the foregoing instrument as such Member in Interest in the name of and for and on behalf of said limited liability company.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 11-02-17  
My County of Residence: Lake

*Lucinda Murphy*  
Lucinda Murphy, 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.

NAME: *Russell D. Millbranth*

This instrument prepared by: Mr. Russell D. Millbranth, MILLBRANTH & BUSH, LLC, Attorneys and Counselors at Law, 2601 Chicago Street, Unit B, Valparaiso, IN 46383; Telephone: (219) 531-2552



**Exhibit A to Deed**

**Legal Description of Premises**

The easterly 45 acres of all that part of the Northeast quarter of Section 4, Township 36 North, Range 9 West of the 2nd Principal Meridian lying East of the East line of Kennedy Avenue and North and East of the Northerly line of land heretofore conveyed by Franklin Newhall to Sidney C. Murray by deed dated October 10, 1913 and recorded in Book 195, page 346 in office of Recorder of Lake County, Indiana (Indiana Harbor Belt Railroad right of way), and southerly and southeasterly of a line extending from a point on the East line of said Northeast quarter which is 585 feet southerly at right angles from the North line of said Northeast quarter, westerly parallel with and 585 feet distant Southerly at right angles from the North line of said Northeast quarter, to a point in the Southeasterly line of land conveyed by Shell Oil Company to Chicago, South Shore and South Bend Railroad by deed dated March 25, 1954 and recorded in the Recorder's Office of Lake County, Indiana, thence southwesterly along said Southeasterly line of land of Chicago, South Shore and South Bend Railroad to a point on the East line of Kennedy Avenue which is 765.9 feet South of the North line of said Northeast quarter, and also lying West of Grantor's Westerly fence line located approximately on the East line of said Northeast quarter;

and also a small triangular strip of land lying Westerly of Grantor's said Westerly fence line extending approximately 550 feet North and South and approximately 40 feet on its Southerly side out of the Southwest corner of the following described land; That part of the South half of the Northwest quarter of Section 3, Township 36 North, Range 9 West lying Northeasterly of the Northerly line of the fourth parcel of land conveyed in deed to Edward T. Glennon dated October 6, 1913 and recorded in Book 197, page 45 in said Deed Records.

EXCEPT therefrom that part conveyed to the State of Indiana by a deed recorded January 28, 2002 as Document No. 2002-009687 in the Office of the Recorder of Lake County, Indiana, to wit:

A part of the Northwest Quarter of Section 3 and a part of the Northeast Quarter of Section 4, all in Township 36 North, Range 9 West, Lake County, Indiana, described as follows:  
Commencing at the Northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 16 minutes 03 seconds West 21.877 meters (71.77 feet) along the West line of said section to a point, which point is on the Southwestern boundary of U.S.R. 20 (Michigan Street) and the point of beginning of this description; thence along said boundary Southeasterly 67.679 meters (222.04 feet) along an arc to the right and having a radius of 303.572 meters (995.97 feet) and subtended by a long chord having a bearing of South 69 degrees 18 minutes 09 seconds East and a length of 67.539 meters (221.58 feet); thence South 62 degrees 54 minutes 56 seconds East 21.853 meters (71.70 feet) along the boundary of said U.S.R. 20 (Michigan Street) to a point; thence North 75 degrees 19 minutes 26 seconds West 22.376 meters (73.41 feet) to a point; thence Northwesterly 81.219 meters (266.47 feet) along an arc to the left and having a radius of 298.764 meters (980.20 feet) and subtended by a long chord having a bearing of North 70 degrees 42 minutes 13 seconds West and a length of 80.969 meters (265.65 feet) to a point, which point is on the West line of the Grantor's land; thence North 0 degrees 16 minutes 03

seconds East 4.901 meters (16.08 feet) along said West line to a point; which point is on the boundary of said U.S.R. 20 (Michigan Street); thence along said boundary Southeasterly 15.802 meters (51.84 feet) along an arc to the right and having a radius of 303.572 meters (995.97 feet) and subtended by a long chord having a bearing of South 77 degrees 10 minutes 50 seconds East and a length of 15.801 meters (51.84 feet) to the point of beginning and containing 0.0076 hectares (0.019 acres), more or less, in said Section 3 and containing 0.0372 hectares (0.092 acres), more or less, in said Section 4, and containing 0.0448 hectares (0.111 acres), more or less.

