

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 019856

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MICHAEL B. BROWN  
RECORDER

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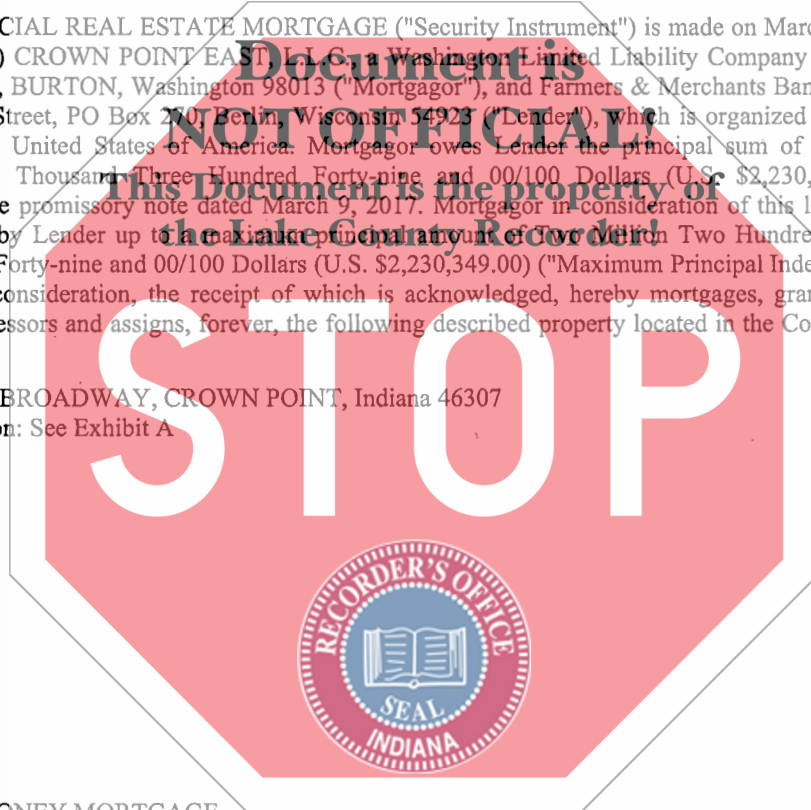
LOAN NUMBER: 916776

**COMMERCIAL REAL ESTATE MORTGAGE ④**  
**FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on March 9, 2017 between the mortgagor(s) CROWN POINT EAST, L.L.C., a Washington Limited Liability Company, whose address is PO BOX 13409, BURTON, Washington 98013 ("Mortgagor"), and Farmers & Merchants Bank whose address is 123 W. Huron Street, PO Box 200, Berlin, Wisconsin 54923 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor owes Lender the principal sum of Two Million Two Hundred Thirty Thousand Three Hundred Forty-nine and 00/100 Dollars (U.S. \$2,230,349.00), which is evidenced by the promissory note dated March 9, 2017. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Million Two Hundred Thirty Thousand Three Hundred Forty-nine and 00/100 Dollars (U.S. \$2,230,349.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Lake, State of Indiana:

Address: 10795 BROADWAY, CROWN POINT, Indiana 46307

Legal Description: See Exhibit A



**PURCHASE MONEY MORTGAGE**

Parcel ID/Sidwell Number: 45-16-03-351-006.000-042



CK# \$34  
713409  
E

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from CROWN POINT EAST, L.L.C. to Farmers & Merchants Bank, howsoever indicated or incurred, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on March 9, 2027.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or



improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damaged or lost or to be applied to the indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.



**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts



paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**





instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Managing Member of CROWN POINT EAST, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company . In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires:

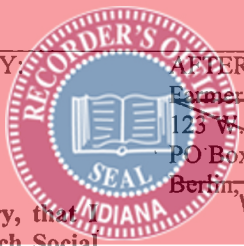
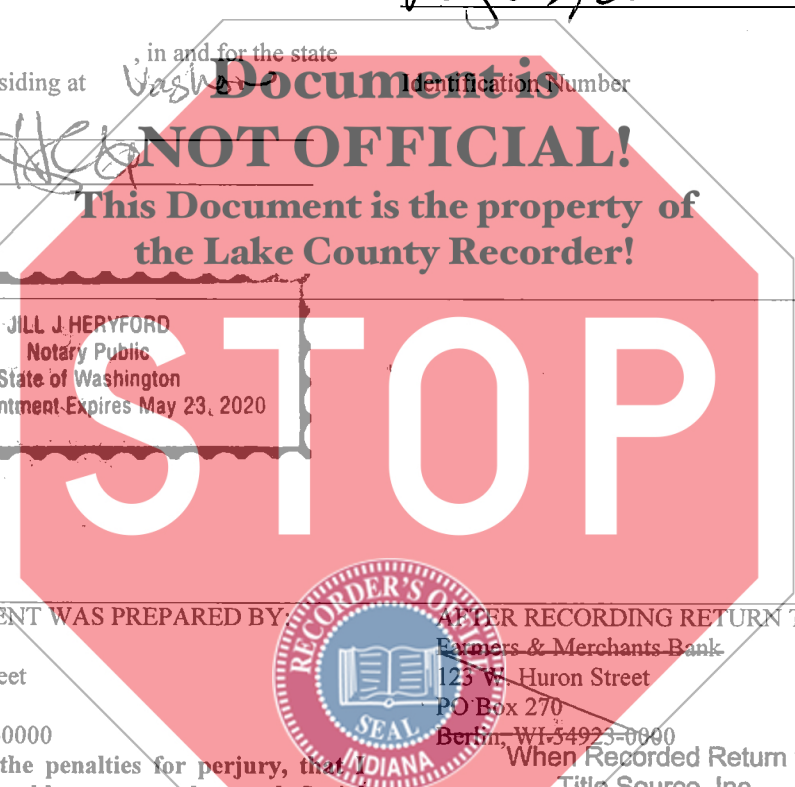
May 23, 2020

of Washington, residing at \_\_\_\_\_, in and for the state of \_\_\_\_\_ Identification Number \_\_\_\_\_

*Jill J. Heryford*  
(Official Seal)

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

JILL J. HERYFORD  
Notary Public  
State of Washington  
My Appointment Expires May 23, 2020



THIS INSTRUMENT WAS PREPARED BY:  
John H Kujawa  
123 W. Huron Street  
PO Box 270  
Berlin, WI 54923-0000

AFTER RECORDING RETURN TO:  
Farmers & Merchants Bank  
123 W. Huron Street  
PO Box 270  
Berlin, WI 54923-0000

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.  
John H Kujawa

When Recorded Return to:  
Title Source, Inc. -  
Commercial Team  
662 Woodward Avenue  
Detroit, MI 48226  
TSI#: 62602719 LW



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Exhibit A

Parcel 1:

Lot 6, Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana.

Except:

A part of Lot 6 in Beacon Hill – Phase One, an addition to the City of Crown Point, Indiana, the plat of which is recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the Southwest corner of said lot; thence North 0 degrees 21 minutes 42 seconds East 305.23 feet along the West line of said lot to a corner of said lot; thence North 0 degrees 16 minutes 05 seconds West 13.93 feet along said West line to the Northwest corner of said lot; thence South 89 degrees 28 minutes 51 seconds East 10.75 feet along the North line of said lot to point "313" designated on said parcel plat; thence South 1 degree 49 minutes 06 seconds East 292.39 feet to point "314" designated on said parcel plat; thence South 67 degrees 43 minutes 29 seconds East 70.60 feet to point "315" designated on said parcel plat, which point is on the South line of said lot; thence South 89 degrees 57 minutes 51 seconds West 87.22 feet along said South line to the point of beginning and containing 6,183 square feet, more or less.

Easement Parcel:

Easements for Ingress/Egress for the benefit of Parcel 1, as granted on the plat of subdivision for Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, over and across Lots 1, 2, 3, 4, 5, 7, 10, 11, and 13 Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana, together with the benefits of the Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated September 22, 2005, and recorded September 26, 2005, as Document No. 2005-084398 in the Office of the Recorder of Lake County, Indiana.

**RIDER TO COMMERCIAL REAL ESTATE MORTGAGE FOR LOAN NUMBER 916776**

This Rider to Commercial Real Estate Mortgage for Loan Number 916776 is attached to and made a part of that certain Commercial Real Estate Mortgage dated on or about March 9, 2017 made by CROWN POINT EAST, L.L.C., a Washington limited liability company, as Mortgagor, in favor of FARMERS & MERCHANTS BANK, as Lender, and given as security for a loan in the original principal amount of Two Million Two Hundred Thirty Thousand Three Hundred Forty-Nine and No/100 Dollars (\$2,230,349.00).

1. The subsection in the "Warranties" section that is entitled "Financial Information" shall be deleted in its entirety, with Mortgagor's financial reporting obligations being contained in the Business Loan Agreement between Mortgagor, as borrower, and Farmers & Merchants Bank, as lender, dated on or about the date hereof.
2. The following sentence shall be added after the last sentence of the paragraph in the section entitled "Assignment of Leases and Rents": "Lender's right to require Mortgagor and any tenant at the Property to make payments of Rent directly to Lender shall only arise following an Event of Default that remains uncured following any applicable notice and cure period."
3. The section entitled "Attorney-In-Fact" shall be and hereby is deleted in its entirety.
4. The section entitled "Events of Default" is amended as follows:
  - i. Subsection (a) which reads "(a) Failure to make required payments when due under Indebtedness;" shall be deleted and the following provision is substituted in lieu thereof: "(a) Failure to make required payments when due under Indebtedness, following written notice and a 10 day opportunity to cure such payment default;"
  - ii. Subsection (b) which reads "(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents" shall be deleted and the following provision is substituted in lieu thereof: "(b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents, following written notice and a 30 day opportunity to cure such non-payment default;"
  - iii. Subsections (f) and (g) shall be and hereby are deleted in their entirety.
5. The section entitled Lender's Expenses shall be deleted in its entirety and the following shall be substituted lieu thereof: "**PREVAILING PARTY.** In a dispute arising out of or related to this Security Instrument, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures in connection with enforcement of its rights under the Indebtedness."
6. In the section entitled "Insurance", the last sentence shall read as follows: "Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender. If the Property can be repaired with the insurance proceeds and other amounts to be provided by

Borrower, Lender agrees to make such proceeds reasonably available for restoration of the Property if no event of default exists. If such conditions are not met, the proceeds shall be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor."

CROWN POINT EAST, L.L.C.,  
a Washington limited liability company

By:   
Randall Guy, Managing Member

