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REAL ESTATE MORTGAGE MICHAEL B. BROWN
RECORDER

This Indenture Witnesseth, That Hammond One LLC, an Indiana limited liability company (the "Mortgagor"), **Mortgages and Warrants** to NPN Investments LLC, a California limited liability (the "Mortgagee"), the following described real estate in Lake County, Indiana:

SEE ATTACHED EXHIBIT "A"

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

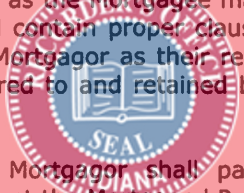
This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated November 16, 2017, in the principal amount of One Million Three Hundred Sixty-Three Thousand Seven Hundred Eighty-Two and 00/100 Dollars (\$1,363,782.00) with interest as therein provided and with a final maturity date of October 31, 2022.

Said principal and interest are payable in the manner set forth in the Note.

The Mortgagor covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in the mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than forty-five (45) days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate set forth in the Note. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
- 6. Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such

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event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. **General Agreement of Parties:** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

In Witness Whereof, the Mortgagor has executed this mortgage, on November 16, 2017.

HAMMOND ONE LLC, an Indiana limited liability company

By: U.S. Charter II LLC,
a California limited liability company,
its Manager

By: 
Name: Steve Navarro
Title: Manager



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)

On 11/15/17, before me, G. Sagmit
(insert name and title of the officer)

Notary Public, personally appeared STEVE NAVAMIO
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature G. Sagmit (Seal)



Exhibit "A"

File No. 519805

TRACT I:

Part of Lot Numbered 2 as shown on the recorded plat of Water Tower Addition to the City of Hammond, recorded in Plat Book 94, Page 77, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 2; thence North 00 degrees 29 minutes 23 seconds East along the East right of way line of Columbia Avenue, a distance of 123.77 feet to the point of beginning; thence South 89 degrees 30 minutes 37 seconds East, a distance of 212.37 feet; thence South 00 degrees 29 minutes 23 seconds West, a distance of 120.43 feet to a point on the South line of said Lot 2; thence North 89 degrees 35 minutes 13 seconds East along the South line of said Lot 2, a distance of 413.62 feet to the Southeast corner of said Lot 2; thence North 00 degrees 29 minutes 23 seconds East, a distance of 575.61 feet; thence North 89 degrees 32 minutes 23 seconds East, a distance of 90.01 feet; thence North 00 degrees 29 minutes 23 seconds East, a distance of 110.02 feet to a point on the South right of way line of 165th Street; thence South 89 degrees 32 minutes 23 seconds West along the South right of way line of 165th Street, a distance of 329.21 feet; thence South 00 degrees 29 minutes 23 seconds West, a distance of 50.01 feet; thence South 89 degrees 32 minutes 23 seconds West, a distance of 4.97 feet; thence South 00 degrees 29 minutes 23 seconds West, a distance of 43.94 feet to a point on a curve concave to the Southeast and having a radius of 398.94 feet; thence Southwesterly along said curve an arc length of 275.71 feet (chord bearing 39 degrees 50 minutes 44 seconds, chord distance of 270.26 feet); thence North 89 degrees 32 minutes 23 seconds East, a distance of 25.94 feet; thence South 00 degrees 29 minutes 23 seconds West, a distance of 221.22 feet; thence North 89 degrees 30 minutes 37 seconds West, a distance of 82.50 feet; thence North 80 degrees 41 minutes 35 seconds West, a distance of 104.38 feet; thence North 89 degrees 30 minutes 37 seconds West, a distance of 50.72 feet to a point on the East right of way line of Columbia Avenue; thence South 00 degrees 29 minutes 23 seconds West along the East right of way line of Columbia Avenue, a distance of 60.00 feet to the point of beginning, all in the City of Hammond, Lake County, Indiana, containing 6.20 acres, more or less.

This instrument was prepared by:

Collin Waring
Crosbie Gliner Schiffman Southard & Swanson LLP
12750 High Bluff Drive, Suite 250
San Diego, California 92130



Upon recording, return to:

Phil Jelsma
Crosbie Gliner Schiffman Southard & Swanson LLP
12750 High Bluff Drive, Suite 250
San Diego, California 92130

Send Tax Statements to:

Hammond One LLC
2532 Santa Clara Avenue, Suite 175
Alameda, CA 94501
Attention: Craig Miott

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Phil Jelsma