

2017 084936

2017 DEC 14 AM 9:12

MICHAEL B. BROWN
RECORDER

MORTGAGE
(Participation)

This mortgage is made and entered into this 8th day of December, 2017, by and between Lowell Animal Hospital Real Estate, LLC, an Indiana Limited Liability Company, having an address at 17645 Morse Street, Lowell, IN 46356 (hereinafter referred to as the "Mortgagor") and Regional Development Company, a corporation (hereinafter referred to as the "Mortgagee"), who maintains an office and place of business at 1757 Thornapple Circle, Valparaiso, IN.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, all of the following described properties and the associated water rights of said properties situated and being in the Township of Lowell, County of Lake, and State of IN, as more particularly described on Exhibit "A" attached hereto:

KEY NO. 45-19-23-253-001.000-008 (parcel 1) and KEY NO. 45-19-23-253-002.000-008 (Parcel 2)

Address: 17645 Morse Street, Lowell, IN 46356

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances, and all rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and all other rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the Mortgagee and the successors in interest of the Mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited and that it hereby binds itself

IP001918

HOLD FOR GREATER INDIANA TITLE COMPANY

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[Handwritten signature]



and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 8, 2017, in the principal sum of Two Hundred Seven Thousand Dollars and no/100 dollars (\$207,000.00) which is payable in installments, with the last said installment being due and owing on 02/01/2038, unless paid earlier by the Borrower (the "**Loan**") signed by Stephanie N. Wise, Robin A. Giese, and William H. Giese, as Members, on behalf of the Mortgagor (the "**Borrower**").

Said Note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.106(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The Mortgagor covenants and agrees as follows:

a. It will promptly pay the indebtedness evidenced by said Note at the times and in the manner therein provided.

b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee.

c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by Mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the Mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the Mortgagee, its successors or assigns, it shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to Mortgagee). Furthermore, should Mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Mortgagor hereby agrees to permit Mortgagee to cure such default, but Mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said Note or any part thereof secured hereby.

f. It will continuously maintain hazard insurance, of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its

option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of the Mortgagee, may be surrendered for a refund.

g. It will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the Mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. It will not rent or assign any part of the rent of said mortgage property or demolish, or remove, or substantially alter any building without the written consent of the Mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said Note, and Mortgagee is hereby authorized, in the name of the Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award.

k. The Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the Note or the Loan Agreement, between the Borrower and the Mortgagee of even date herewith, secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or his assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The Mortgagor covenants and agrees that if it shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Mortgagee or assigns, regardless of maturity, and the Mortgagee or his assigns may before or after entry sell said property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the Mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than

once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being waived by the Mortgagor (and said Mortgagee, or any person on behalf of said Mortgagee, may bid with the unpaid indebtedness evidenced by said Note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The Mortgagee is hereby authorized to execute for and on behalf of the Mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said Mortgagor hereby constitutes and appoints the Mortgagee or any agent or attorney of the Mortgagee, the agent and attorney in fact of said Mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the Mortgagor, all of which are hereby expressly waived and conveyed to the Mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the Mortgagor or any persons in possession under the Mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Note, the Mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the Mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said Note, subject to the same terms and conditions. If the Mortgagor shall pay and discharge the indebtedness evidenced by said Note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the indebtedness secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the Mortgagor pursuant to the provisions of this instrument shall be addressed to the Mortgagor at 17645 Morse Street, Lowell, IN 46356 and any written notice to be issued to the Mortgagee shall be addressed to the Mortgagee at 1757 Thornapple Circle, Valparaiso, IN 46385.

11. **Due on Sale Clause.** The Mortgagor shall not sell, convey or otherwise transfer any interest in the property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including (a) any sale, conveyance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the property; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity, except in favor of the Mortgagee. Any default under this Paragraph shall cause an immediate acceleration of the indebtedness without any demand by the Mortgagee.

12. Notwithstanding anything to the contrary contained herein, the Mortgagor (Small Business Concern / Owner) shall not, subsequent to its closing of the (Debenture) Loan with CDC, enter into any oil or gas lease affecting the Project Premises unless the Mortgagor (Small Business Concern / Owner) has first obtained the written consent of CDC and/or SBA.



IN WITNESS WHEREOF, the Mortgagor has executed this instrument and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Lowell Animal Hospital Real Estate, LLC

By: [Signature]
Stephanie N. Wise, Member

By: [Signature]
Robin A. Giese, Member

By: [Signature]
William H. Giese, Member



STATE OF Indiana

COUNTY OF Lake

BE IT REMEMBERED, that on this 8th day of December, 2017, before me, the subscriber, personally appeared Stephanie N. Wise, Member of Lowell Animal Hospital Real Estate, LLC, who, I am satisfied is the person who signed the within instrument as Member of Lowell Animal Hospital Real Estate, LLC, and she acknowledged that she signed, sealed, and delivered the same and that the within instrument is the voluntary act and deed of the limited liability company by virtue of authority from its members.

LAURA TAVITAS
Notary Public
SEAL
State of Indiana, Porter County
Commission No. 685710
My Commission Expires June 14, 2024



WITNESS my hand and seal the day and year aforesaid.
[Signature]
Laura Tavitas, Notary Public

My Commission Expires: 6/14/2024
My County of Residence: Porter

STATE OF Indiana :
:ss
COUNTY OF Lake :

BE IT REMEMBERED, that on this 8th day of December, 2017, before me, the subscriber, personally appeared Robin A. Giese, Member of Lowell Animal Hospital Real Estate, LLC, who, I am satisfied is the person who signed the within instrument as Member of Lowell Animal Hospital Real Estate, LLC, and she acknowledged that she signed, sealed, and delivered the same and that the within instrument is the voluntary act and deed of the limited liability company by virtue of authority from its members.



WITNESS my hand and seal the day and year aforesaid.

Laura Tavitas
Laura Tavitas, Notary Public

My Commission Expires: 6/14/2024
My County of Residence: Porter



STATE OF Indiana

COUNTY OF Lake

BE IT REMEMBERED, that on this 8th day of December, 2017, before me, the subscriber, personally appeared William H. Giese, Member of Lowell Animal Hospital Real Estate, LLC, who, I am satisfied is the person who signed the within instrument as Member of Lowell Animal Hospital Real Estate, LLC, and he acknowledged that he signed, sealed, and delivered the same and that the within instrument is the voluntary act and deed of the limited liability company by virtue of authority from its members.



WITNESS my hand and seal the day and year aforesaid.

Laura Tavitas
Laura Tavitas, Notary Public

My Commission Expires: 6/14/2024
My County of Residence: Porter

**THIS INSTRUMENT WAS PREPARED BY: Laura Tavitas
1757 Thornapple Circle
Valparaiso, IN 46385**

“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.” Laura Tavitas

EXHIBIT "A"

PARCEL 1:

THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 AND 314.70 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTE 50 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 481.30 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 00 SECONDS EAST AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 240.00 FEET TO THE CENTERLINE OF A PUBLIC DRAIN OR DITCH KNOWN AND COMMONLY CALLED THE MCCONNELL DITCH; THENCE SOUTH 14 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE CENTERLINE OF SAID DITCH A DISTANCE OF 525.16 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 371 FEET MORE OR LESS TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION CONVEYED TO LAKE COUNTY, INDIANA BY DEED NO. 2010 066521 AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CEDAR CREEK TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 36 MINUTES 10 SECONDS EAST 1867.31 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN DEED NO. 97026667; THENCE SOUTH 89 DEGREES 21 MINUTES 00 SECONDS EAST 20.00 FEET ALONG THE NORTH LINE OF SAID LAND TO THE EAST BOUNDARY LINE OF MORSE STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 21 MINUTES 00 SECONDS EAST 89.01 FEET ALONG SAID NORTH LINE TO A POINT; THENCE SOUTH 84 DEGREES 26 MINUTES 57 SECONDS WEST 46.15 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 09 SECONDS WEST 49.86 FEET TO A POINT; THENCE SOUTH 08 DEGREES 02 MINUTES 41 SECONDS WEST 50.59 FEET TO THE EAST BOUNDARY LINE OF SAID MORSE STREET; THENCE ALONG SAID BOUNDARY LINE NORTH 00 DEGREES 36 MINUTES 10 SECONDS WEST 91.05 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF LOWELL, LAKE COUNTY INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 AND 581.17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 114.81 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 265.62 FEET TO THE CENTER LINE OF A PUBLIC DRAIN OR DITCH KNOWN AND COMMONLY CALLED THE MCCONNELL DITCH; THENCE SOUTH 14 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF SAID DITCH, A DISTANCE OF 113.84 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS WEST A DISTANCE OF 293.65 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

Property address: 17645 Morse Street, Lowell, IN 46356
Tax Number: 45-19-23-253-001.000-008

Property address: 17645 Morse Avenue, Lowell, IN 46356
Tax Number: 45-19-23-253-002.000-008