

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 084942

2017 DEC 14 AM 9:14

MICHAEL R. BROWN
RETURN TO: GLENN R. PATTERSON
LUCAS, HOLCOMB & MEDREA, LLP
300 EAST 90TH DRIVE
MERRILLVILLE, INDIANA 46410

REAL ESTATE MORTGAGE

3

This indenture witnesseth that *WOODLAND PINE DEVELOPERS, LLC*, an Indiana limited liability company, **MORTGAGES AND WARRANTS TO SAMUEL N. VAN TIL and JUDITH VAN TIL**, or to the survivor of them, as Mortgagee, the following Real Estate in Lake, County, State of Indiana to wit:

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

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89 DEGREES 22 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14, SAID LINE ALSO BEING THE CENTERLINE OF 75TH AVENUE (PREVIOUSLY KNOWN AS DOFFIN ROAD), A DISTANCE OF 412.80 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 1158.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 04 MINUTES 53 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT IN THE CENTERLINE OF U.S. HIGHWAY 30 (NEW LINCOLN HIGHWAY); THENCE SOUTH 71 DEGREES 26 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID U.S. HIGHWAY 30, A DISTANCE OF 281.20 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 422.11 FEET, SAID LINE ALSO BEING THE WEST LINE EXTENDED SOUTHERLY OF GREEN'S 1ST ADDITION TO THE TOWN OF SCHERERVILLE AS RECORDED IN PLAT BOOK 74 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 71 DEGREES 26 MINUTES 39 SECONDS WEST, A DISTANCE OF 280.23 FEET TO THE POINT OF BEGINNING.

commonly known as 6430 West Lincoln Highway, Crown Point, Indiana, Tax Parcel No. 45-11-23-229-001.000-036 and the rents and profits therefrom, to secure the payment, when the same shall become due, of the sum of \$40,000.00, with interest and costs, owed to Mortgagee by Mortgagor as evidenced by that certain Note of even date herewith, and to secure all of the obligations of Mortgagor hereunder.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes hereinafter stipulated, or upon the failure to perform any other obligation secured hereby, then said indebtedness shall be due and collectible, with Mortgagee's attorney's fees, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all

1N002822

55-
02722
D

real estate taxes and assessments against the real estate paid as they become due, and failing to do so, the Mortgagee may pay said taxes and the amount so paid, with twelve percent (12%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.

Additional Covenants:

1. Mortgagor shall obtain and maintain, until said Note is paid in full, liability insurance on the described real estate with such coverage limits and with an insurance company satisfactory to Mortgagee and naming Mortgagee as an additional insured, and casualty insurance for the full replacement value of all buildings and improvements on the real estate, and shall provide a certificate thereof to Mortgagee which shall provide that the insurance policy cannot be canceled without thirty (30) days prior written notice to Mortgagee.

2. No part or parcel of the real estate and no interest therein shall be sold (including by condition or installment sales contracts), transferred (including transfers to land trusts and affiliates of Mortgagor), conveyed, mortgaged, hypothecated, or otherwise, without prior written consent of Mortgagee.

3. Mortgagor shall maintain the real estate described herein in good condition and keep all buildings and improvements in good repair, and shall not commit any waste of the real estate.

4. Mortgagor shall not use the real estate described herein or permit the real estate described herein to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof; Mortgagor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the use, ownership, possession and occupation of the real estate.

Mortgagor **REPRESENTS AND WARRANTS** to Mortgagee, and hereby acknowledges and agrees, that Mortgagor has received legally sufficient consideration for the mortgage herein granted, and hereby waives and releases any and all claims to the contrary, without qualification, limitation or exception.

Dated this 12th day of December, 2017.

RM

WOODLAND PINE DEVELOPERS, LLC

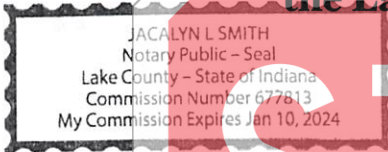
By: *Randall L. Mitchell*
Randall L. Mitchell, General Manager

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDALL L. MITCHELL, the General Manager of WOODLAND PINE DEVELOPERS, LLC, who acknowledged the execution of the foregoing Real Estate Mortgage for and on behalf of Mortgagor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 27 day of December, 2017.

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



Notary Public

Printed Name: _____

My Commission Expires: _____

County of Residence: _____

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. Glenn R. Patterson

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410.