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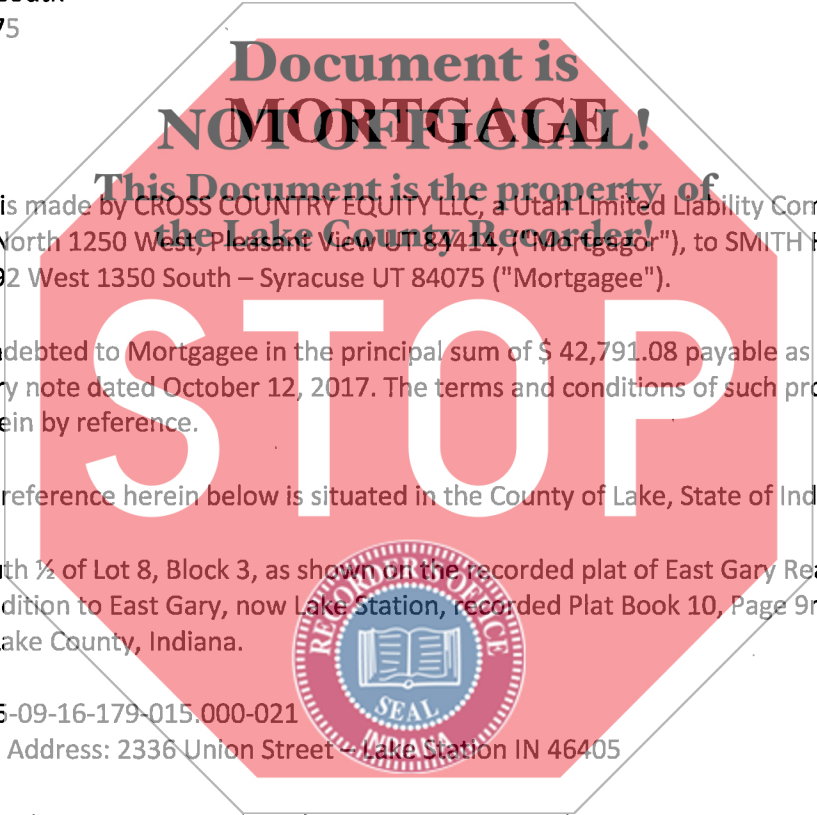
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 087311

2017 DEC 27 AM 9:25

MICHAEL B. BROWN
RECORDER

After recording, return to:
Smith Heritage LLC
4392 West 1350 South
Syracuse UT 84075



This Mortgage is made by CROSS COUNTRY EQUITY LLC, a Utah Limited Liability Company with an address of 3138 North 1250 West, Pleasant View UT 84414, ("Mortgagor"), to SMITH HERITAGE LLC with an address of 4392 West 1350 South – Syracuse UT 84075 ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$ 42,791.08 payable as provided in a certain promissory note dated October 12, 2017. The terms and conditions of such promissory note are incorporated herein by reference.

The land reference herein below is situated in the County of Lake, State of Indiana described as:

Lot 9 and the South 1/2 of Lot 8, Block 3, as shown on the recorded plat of East Gary Real Estate Company's 1st Addition to East Gary, now Lake Station, recorded Plat Book 10, Page 9m in the Office of the Recorder of Lake County, Indiana.

Tax ID: 45-09-16-179-015-000-021
Common Address: 2336 Union Street – Lake Station IN 46405

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;

AMOUNT \$ 55100
CASH CHARGE
CHECK# 0242
OVERAGE
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2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;

3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;

4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;

5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion. If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.



Executed this 12 day of Oct, 2017.



Cross Country Equity LLC
By Kelly Heitz, Managing Member

STATE OF UTAH)
COUNTY OF WEBER)

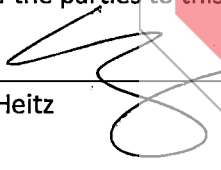
On October 12 2017 personally appeared before me Kelly Heitz, who is the managing member of Cross Country Equity, LLC the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they execute the same on behalf of said limited liability company.



Notary Public

STATE OF UTAH NOTARY PUBLIC
SANDI COLLINGS
COMMISSION # 676799
MY COMMISSION EXPIRES:
04-18-2018

I certify that this mortgage was prepared by Kelly Heitz, Managing Member of Cross Country Equity, LLC, one of the parties to this transaction.



Kelly Heitz

