

2019 061376

2019 SEP 10 AM 10:05

MICHAEL B. BROWN  
RECORDER

# MORTGAGE

1 **Sons of Realty LLC**, at 150 Deanna Dr. #111, Lowell, IN 46356 (hereinafter called "Borrower"),  
2 for good and valuable consideration paid by **Arturo Hoekstra**, at 3124 State Street, Steger IL 60475  
3 (hereinafter called "Lender"), the receipt and sufficiency of which are hereby acknowledged, does hereby  
4 MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Lender the real estate commonly known as  
5 12307 Northcote Ct, Saint John, IN 46373, and more fully described in Exhibit "A" attached hereto, together  
6 with all privileges, easements, appurtenances, and other rights now or hereafter located thereon, all fixtures  
7 and equipment now or hereafter attached thereto or used in connection therewith, and all rents and profits  
8 therefrom, all of which are hereinafter called the "Premises".  
9

10 TO HAVE AND TO HOLD the Premises to Lender, Lender's personal representatives, heirs,  
11 successors and assigns, forever, subject to the conditions hereinafter set forth.  
12

13 This Mortgage is given to secure payment of money as evidenced by a certain promissory note  
14 (the "Note") of even date in which Borrower is the maker and Lender is the payee, and which is in the  
15 principal amount of **\$265,000.00**, with interest, if any, at the rate to be paid as provided for in the Note;  
16 provided, however, that if not sooner paid, the entire balance of the Note shall be due and payable as set  
17 forth in the Note and in any subsequent modifications thereof.  
18

19 Borrower, jointly and severally, if more than one, hereby covenants and agrees with Lender as  
20 follows:  
21

22 **1. PAYMENT OF DEBT.** Borrower shall pay when due the principal of and interest on the  
23 indebtedness evidenced by the Note in accordance with the terms thereof.  
24

25 **2. STATE OF TITLE; WARRANTY.** Borrower is lawfully seized of the Premises and the Premises  
26 are free and clear of all encumbrances whatsoever except: (a) the lien of real property taxes and  
27 assessments not yet due or payable; (b) legal highways; (c) zoning ordinances; (d) restrictions, conditions,  
28 covenants and utility easements of record. Borrower will forever warrant and defend the Premises except  
29 as provided in this Section 2.  
30

31 **3. REAL PROPERTY TAXES; ASSESSMENTS; LIENS AND CHARGES.** Borrower, when the  
32 same shall become due and payable, shall pay all real property taxes and installments of assessments,  
33 which are a lien on the Premises and, upon Lender's request, shall promptly provide Lender with proof of  
34 payment for the same. Borrower shall also pay, when the same shall become due and payable, any other  
35 governmental (Federal, State or local) levy or other charge which is or may become a lien against the  
36 Premises superior to this Mortgage and shall promptly discharge any lien which has or may have priority  
37 over this Mortgage except as to any mortgage lien set forth in Section 2, above, which Borrower shall not  
38 permit to be in default.  
39

40 **4. INSURANCE.** At borrower's expense, Borrower shall obtain and maintain in full force and effect  
41 at all times during the continuance of this Mortgage fire and extended coverage insurance in an amount  
42 sufficient to prevent Borrower from being a co-insurer under said policy of insurance, but in no event less  
43 than the aggregate unpaid balance of the Note and of all obligations secured by mortgages encumbering  
44 the Premises which have priority over this Mortgage. All such insurance policies or renewals thereof shall  
45 include a standard mortgage clause in favor of and in the form acceptable to Lender. Borrower shall  
46 promptly furnish Lender with a copy of said policies and all receipts of paid premiums. The policies of  
47 insurance shall provide for written notice to Lender at least 30 days prior to any cancellation, modification  
48 or lapse thereof. In the event of a loss, Borrower shall give prompt written notice to Lender and Lender

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Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

MS2019-2027

FIDELITY NATIONAL  
TITLE COMPANY

MS2019-2027

CK#1820704179

4

49 may make proof of loss if not promptly made by Borrower.

50 **5. MAINTENANCE OF PREMISES.** Borrower shall keep the Premises in good repair and shall  
51 not commit waste or permit deterioration to the premises, reasonable wear and tear excepted, and shall  
52 comply with all governmental (Federal, State and local) regulations concerning the Premises. If this  
53 Mortgage is on a unit in a condominium, Borrower shall perform all of Borrower's obligations under the  
54 constituent condominium documents.  
55

56 Without Lender's prior consent, Borrower shall not grant any easements affecting the Premises,  
57 apply for any change in the current zoning designation for the Premises, change the use of the Premises  
58 other than what is being utilized for as of the date hereof, create or change or modify any existing  
59 restrictions, conditions or covenants affecting the Premises, subdivide the Premises, or construct or make  
60 any structural or substantial improvements, alterations or modifications to the Premises.  
61

62 **6. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and  
63 agreements contained in this Mortgage, or if any action or proceeding is commenced which Lender in  
64 Lender's reasonable judgment believes is detrimental to or impairs Lender's security in the Premises,  
65 including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings  
66 involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make  
67 such appearances, disburse such sums and take such action as is necessary to protect Lender's interest,  
68 including but not limited to, disbursement of reasonable attorney's fees and entry upon the Premises to  
69 make repairs.  
70

71 Any amounts disbursed by Lender pursuant to this Section 6 or for advances made for the payment  
72 of real property taxes, or insurance premiums, with interest thereon as hereinafter provided, shall become  
73 additional amounts owed by Borrower which are secured by this Mortgage. Such amounts shall be payable  
74 upon notice to Borrower from Lender requesting payment thereof and shall bear interest from the date of  
75 disbursement at the rate payable from time to time on the unpaid principal under the Note. Nothing  
76 contained herein shall require Lender to incur any expense or take any action hereunder, and Borrower  
77 hereby waives any and all claims or right against Lender to any payment on, or offset against, the  
78 indebtedness secured by reason of any such payment by Lender.  
79

80 Lender, or Lender's agents, shall have the right to enter upon the Premises at all reasonable times  
81 for the purpose of inspecting the same, provided Lender shall give Borrower adequate and reasonable  
82 notice under the circumstances prior to any such entry. The notice provided for herein need not conform  
83 with the provisions of Section 14 below.  
84

85 **7. EMINENT DOMAIN.** The proceeds of any award or claim for damages, direct or consequential,  
86 in connection with any condemnation proceedings or other taking of the Premises, or a part thereof, or for  
87 conveyances in lieu of condemnation, are hereby assigned to Lender and shall be paid to Lender. When  
88 there is a total taking of the Premises, the proceeds shall be applied to the sums secured by this Mortgage,  
89 and the balance, if any, shall be paid to Borrower. When there is a partial taking of the Premises, unless  
90 Lender and Borrower otherwise agree in writing, the proceeds paid for such taking shall be applied to the  
91 sums secured by this Mortgage in the proportion which the unpaid principal amount of the sums secured  
92 by this Mortgage immediately prior to the date of taking bears to the fair market value of the Premises  
93 immediately prior to the date of taking, and the balance of such proceeds shall be paid to Borrower.  
94

95 If (a) the Premises are abandoned, or (b) after notice by Lender to Borrower that the condemning  
96 authority offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within  
97 30 days after the date such notice is mailed, Lender is hereby authorized to collect and apply the proceeds,  
98 at Lender's option, either to restoration or repair of the Premises or to the sums secured by this Mortgage.  
99

100 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the sums  
101 secured by this Mortgage shall not extend or postpone the due date of the payment of the Note or change  
102 the amount of any installment due under the Note.  
103

104 **8. TRANSFER OF THE PREMISES.** If all or any part of the Premises or any interest therein is  
105 sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option,  
106 declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the  
107 following transfers or conveyances shall not accelerate the indebtedness secured hereby: (a) the creation  
108 of a lien or encumbrance subordinate to this Mortgage, excluding, however, a conveyance by a Land  
109 Installment Contract or the granting of a leasehold interest containing an option to purchase, either of which  
110 shall require the prior written consent of Lender; (b) the creation of a purchase money security interest for  
111 personal property; and (c) a transfer by devise or descent or a transfer by operation of law upon the death  
112 of a co-owner.  
113

114 **9. SECURITY AGREEMENT; ASSIGNMENT OF RENTS.** This Mortgage shall act as and  
115 constitute a Security Agreement under the Uniform Commercial Code. Upon Lender's request, Borrower  
116 shall execute and deliver to Lender financing statements and other documents required to perfect a security  
117 interest in Borrower's personal property located on premises. The cost of recording such documents shall  
118 be paid by Borrower.  
119

120 As part of the security granted by this Mortgage, Borrower hereby assigns to Lender the rents of  
121 the Premises, provided that Borrower shall, prior to any acceleration of the amounts secured by this  
122 Mortgage, have the right to collect and retain said rents. All rents collected by Lender or Lender's agent  
123 shall be applied first to the payment of costs of operation and management of the Premises and collection  
124 of rents, including but not limited to, receiver's bonds and fees, reasonable attorney fees, and then to the  
125 sums secured by this Mortgage.  
126

127 **10. DEFAULT; REMEDIES.** The entire unpaid amount of the Note, together with all unpaid and  
128 accrued interest and all other charges and amounts payable to Lender under the Note or this Mortgage,  
129 shall, at Lender's Option, become immediately due and payable: (a) if Borrower does not promptly pay and  
130 fully pay when due the amounts owed Lender under the Note in accordance with the terms and tenor of the  
131 Note; (b) if the Premises or any part thereof or an interest thereon are sold or transferred except as  
132 permitted under the provisions of Section 8 of this Mortgage; (c) if Borrower fails to observe or perform any  
133 other provision, covenant or condition required of Borrower under the Note or this Mortgage within 30 days  
134 after Lender gives notice to Borrower of Borrower's failure to observe or perform such provision, covenant  
135 or condition; (d) if the Premises are abandoned; (e) if an order for relief under any bankruptcy laws of the  
136 United States is issued naming Borrower as debtor or if Borrower makes an assignment for the benefit of  
137 creditors or enters into a composition agreement with Borrower's creditors; (f) if the interest of Borrower in  
138 the Premises is attached, levied upon, or seized by legal process; or (g) if a trustee, receiver or liquidator  
139 is appointed on behalf of Borrower. Upon an acceleration of the amounts secured by this Mortgage as  
140 provided for in this Section 10, Lender shall have the right to foreclose this Mortgage lien, have a receiver  
141 appointed, take possession of and manage the Premises, collect the rents derived from the Premises, and  
142 take any and all other action available to Lender under law.  
143

144 **11. APPLICATION OF PAYMENTS.** All payments received by Lender under the Note or this  
145 Mortgage, unless otherwise stated in this Mortgage, shall be applied by Lender first to the payment of any  
146 amounts advanced or paid by Lender for the protection of the security granted by this Mortgage, then  
147 expenses incurred by Lender by reason of Borrower's default under this Mortgage, then as interest payable  
148 on the Note, and then on the principal of the Note.  
149

150 **12. FORBEARANCE; REMEDIES CUMULATIVE.** If Lender (a) grants any extension of time or

151 forbearance with respect to the payment of any sums secured by this Mortgage; (b) takes other or additional  
152 security for the payment thereof; (c) waives or fails to exercise any right granted in this Mortgage or in the  
153 Note; (d) grants any release with or without consideration of the whole or part of the security granted by  
154 this Mortgage; or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage  
155 or the Note, any such act or omission shall not release Borrower of any obligations under this Mortgage or  
156 under the Note, nor preclude Lender from exercising any right granted in this Mortgage or under law for a  
157 default by Borrower or for any subsequent default.

158  
159 Lender's procurement and payment of fire and casualty insurance and Lender's payment of real  
160 property taxes and assessments and other governmental charges and liens after Borrower has failed to  
161 pay same shall not be a waiver of Borrower's default or Lender's right to accelerate the indebtedness  
162 secured thereby.

163  
164 All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy  
165 under this Mortgage or which are afforded under law and may be exercised concurrently, independently  
166 and successively.

167  
168 **13. SUCCESSORS; AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS;**  
169 **GOVERNING LAW; SEVERABILITY.** Subject to the provisions of Section 8 above, the covenants and  
170 agreements of this Mortgage shall bind, and the rights hereunder shall inure to the respective successors  
171 and assigns, personal representatives and heirs of Lender and Borrower. All covenants and agreements  
172 of Borrower shall be joint and several. The captions and section headings of this Mortgage are for  
173 convenience only and shall not be used to interpret or define the provisions of this Mortgage. The Mortgage  
174 shall be governed by the laws of the State of Indiana, and, if any provision or clause of this Mortgage or the  
175 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note  
176 which can be given effect without the conflicting provision. The provisions of this Mortgage and the Note  
177 are severable.

178  
179 **14. ENVIRONMENTAL COMPLIANCE.** Borrower represents, to the best of its knowledge that the  
180 Mortgaged Property is in compliance with all applicable Environmental Laws (as hereinafter defined) and  
181 that the Mortgaged Property does not contain any Hazardous Materials (as hereinafter defined) except as  
182 previously disclosed in writing to Lender. Upon the request of Lender, following an Event of Default,  
183 Borrower covenants and agrees that Borrower, at Lender's request, shall deliver and pay for an  
184 environmental audit prepared by an engineer acceptable to Lender which discloses no evidence of the  
185 existence of any other Hazardous Materials on or in the Mortgaged Property. Borrower covenants and  
186 agrees that such environmental audit does not relieve Borrower from performing its own environmental  
187 audit or complying with Environmental Laws. Borrower represents and warrants that it has not caused or  
188 permitted any Hazardous Material to be placed on or in the Mortgaged Property in violation of any  
189 Environmental Laws and that to the best of its knowledge, there are no conditions currently existing or with  
190 the passage of time which would require or are likely to require clean-up, removal, remedial action, or other  
191 response pursuant to the Environmental Laws except as previously disclosed in writing to Lender. Borrower  
192 represents and warrants that to the best of its knowledge the Mortgaged Property has not been used as a  
193 dump site or storage site for Hazardous Materials and Borrower will not cause or permit the use of the  
194 Mortgaged Property or cause the use of any parcel adjacent thereto as a dump site or storage site for  
195 Hazardous Materials other than in compliance with applicable Environmental Laws, nor will Borrower cause  
196 or permit any contamination on any part of the Mortgaged Property or cause the contamination of any  
197 adjacent parcel. Borrower represents and warrants that all Hazardous Materials (other than cleaning  
198 materials and other products customarily utilized in the maintenance and operation of the Mortgaged  
199 Property) which may be used by any person for any purpose upon the Mortgaged Property will be disclosed  
200 in writing to Lender and shall be used and stored thereon only in a safe manner, and in accordance with all  
201 industrial standards and Environmental Laws. Borrower represents and warrants that Borrower is not a

202 party to any litigation or administrative proceeding, nor, to the best of its knowledge, is any litigation or  
203 administrative proceeding threatened against it: which asserts or alleges that there is any violation of  
204 Environmental Laws with respect to the Mortgaged Property, nor is the Property subject to any judgment,  
205 decree, order or citation relating to or arising out of Environmental Laws and no permits or licenses are  
206 required under Environmental Laws relating to the Mortgaged Property. Borrower covenants and agrees to  
207 provide to Lender, immediately upon receipt by Borrower, copies of any correspondence, notice, pleading,  
208 citation, indictment, complaint, order, decree or other document from any source asserting or alleging a  
209 circumstance or condition which requires or may require a clean-up, removal, remedial action, or other  
210 response by or on the part of Borrower under the Environmental Laws or which seeks criminal or punitive  
211 penalties from Borrower for an alleged violation of Environmental Laws. Borrower further covenants and  
212 agrees to advise Lender as soon as Borrower becomes aware of any condition or circumstance which  
213 makes the covenants and warranties contained herein or in any other loan document incomplete or  
214 inaccurate.

215  
216 For purposes of this Instrument, the term "Environmental Laws" shall mean and refer to all federal, state  
217 and local laws relating to environmental matters, including, without limitation, those relating to fines, orders,  
218 injunctions, penalties, damages, contribution, permits, cost recovery compensation, losses or injuries  
219 resulting from the release or threatened release of hazardous materials and the generation, use, storage,  
220 transportation or disposal of hazardous materials in any manner applicable to Borrower or the Mortgaged  
221 Property, including, without limitation, the Comprehensive Environmental Response, Compensation and  
222 Liability Act of 1980 and the Super Fund Amendments and Reauthorization Act (42 U.S.C. § 9601 *et*  
223 *seq.*), the Hazardous Materials Transportation Act (49 J.S.C. 5 1801 *et seq.*), the Resource Conservation  
224 and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 V.S.C.  
225 5 1251 *et seq.*), the Clean Air Act (42 J.S.C. 5 7401 *et seq.*), the Toxic Substances Control Act of 1976  
226 (15 U.S.C. § 2601 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300F-300J-11 *et seq.*), the  
227 Occupational Safety and Health Act of 1970 (29 U.S.C. 5 651 *et seq.*) and the Emergency Planning and  
228 Community Right to Know Act (42 U.S.C. § 11001 *et seq.*), each as heretofore and hereafter amended or  
229 supplemented, and any analogous future or present local, state or federal statutes, rules and regulations  
230 promulgated thereunder or pursuant thereto and any other present or future law, ordinance, rule, regulation,  
231 permit or permit condition, order or directive addressing environmental, health, or safety issues of or by the  
232 federal government, any state or any political subdivision thereof, or any agency, court, or body of the  
233 federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial,  
234 regulatory or administrative functions which are applicable to the Mortgaged Property.

235  
236 In addition, for purposes of this Instrument, the term "Hazardous Materials" shall mean and refer to (a) any  
237 chemical, material or substance defined as or included in the definition of "hazardous substances,"  
238 "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste,"  
239 "toxic pollutants," "contaminants," "pollutants," "toxic substances," or words of similar import under any  
240 applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant  
241 thereto, including, without limitation, Environmental Laws, (b) any oil, petroleum or petroleum derived  
242 substance, any drilling fluids, produced waters or other wastes associated with the exploration,  
243 development or production of crude oil, any flammable substances or explosives, any radioactive materials,  
244 any hazardous wastes or substances. any toxic wastes or substances or an) other materials or pollutants  
245 which (i) pose a hazard to the Mortgaged Property or to persons on or about the Mortgaged Property), or  
246 (ii) cause the Mortgaged Property to be in violation of any Environmental Laws, (c) asbestos and asbestos-  
247 containing-materials, radon gas, urea formaldehyde, or transformers or other electrical equipment which  
248 contain any oil or dielectric fluid containing polychlorinated biphenyls, and (d) any other chemical, material  
249 or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

250  
251 **15. NOTICES.** Except as otherwise set forth in this Mortgage or as may be otherwise required by  
252 applicable law, any notice to be given under this Mortgage shall be in writing and mailed with postage

253 prepaid to Lender and Borrower at the addresses set forth at the beginning of this Mortgage or to such  
254 other addresses as Lender or Borrower may designate by notice given to the other party as provided for in  
255 this Section 15.  
256

257 **16. RELEASES.** Upon payment of all sums secured by this Mortgage and the observance and  
258 performance of each of the covenants and agreements of this Mortgage to be observed and performed by  
259 Borrower, Lender shall provide to Borrower a release of this Mortgage, and of any other security interest  
260 given to Lender to secure the Note, in recordable form.  
261

262 **17. OTHER PROVISIONS.** The Lender will have the right to be paid back for all costs and  
263 expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include,  
264 for example, reasonable attorney fees.  
265

266 **18. WAIVER OF JURY TRIAL.** BORROWER AND LENDER, AFTER CONSULTING OR HAVING  
267 HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND  
268 INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY A JURY IN ANY  
269 LITIGATION BASED UPON OR ARISING OUT OF THIS INSTRUMENT OR ANY OF THE  
270 TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT, OR ANY COURSE OF CONDUCT,  
271 DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER OF THEM.  
272 NEITHER BORROWER NOR LENDER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR  
273 OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER  
274 ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS  
275 SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY  
276 EITHER BORROWER OR LENDER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF  
277 THEM.

[Remainder of page intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF, the undersigned Borrower has executed this Mortgage effective the September 06, 2019.

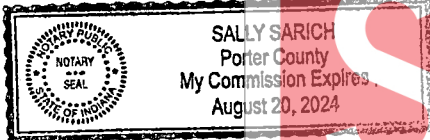
Sons of Realty LLC  
c/o Michael Neubauer, Manager



STATE OF INDIANA )  
COUNTY OF Dee

Before me, a Notary Public in and for said County State, personally appeared Michael Neubauer on behalf of Sons of Realty LLC, who, after having been duly sworn, acknowledged the execution of the foregoing Unconditional Unlimited Continuing Guaranty.

Witness my hand and Notary Seal this 4 day of September, 2019.

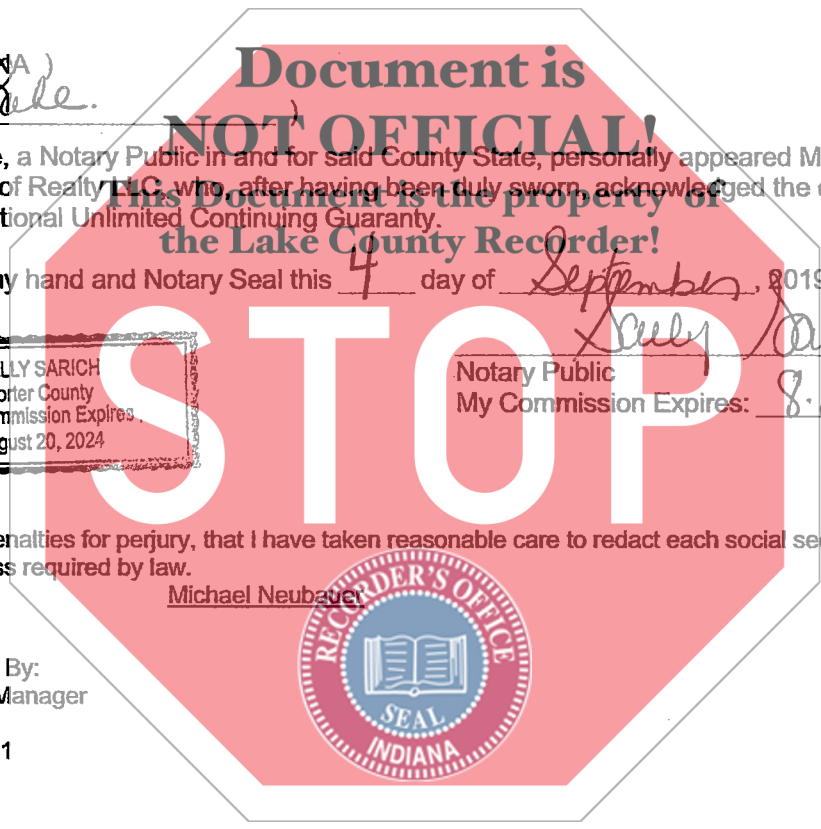


Sally Sarich  
Notary Public  
My Commission Expires: 8.20.2024

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.

Michael Neubauer

Document Prepared By:  
Michael Neubauer, Manager  
Sons of Realty LLC  
150 Deanna Dr. #111  
Lowell, IN 46356



**EXHIBIT A**

**LEGAL DESCRIPTION**

Commonly known as: 12307 Northcote Ct, Saint John, IN 46373

Property Index # 45-11-32-376-007.000-035

Parcel 1:

Lot 254 In Homestead Acres 11<sup>th</sup> Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 49 page 129, in the Office of the Recorder of Lake County, Indiana.

