

2019-072464

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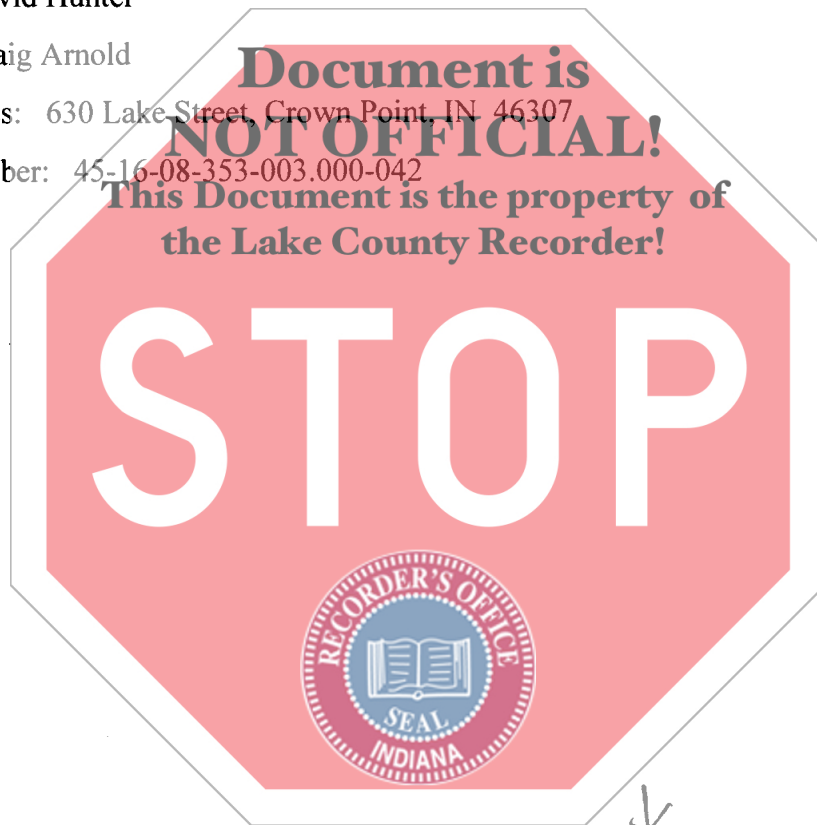
REAL ESTATE MORTGAGE SECOND MORTGAGE
Cover Sheet prepared for the Lake County Indiana Recorder

Mortgagor: David Hunter

Mortgagee: Craig Arnold

Property Address: 630 Lake Street, Crown Point, IN 46307

Tax Parcel Number: 45-16-08-353-003.000-042



This instrument prepared by and RETURN TO: Thomas A. Appel, Attorney, 18311 North
Creek Drive, Suite I, Tinley Park, IL 60477 708-468-8165

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**REAL ESTATE MORTGAGE
SECOND MORTGAGE**

THIS MORTGAGE is made this 3 day of October, 2019, between the Mortgagor, David Hunter, a single person, of 630 Lake Street, Crown Point, Indiana 46307, herein referred to as "Borrower", and the Mortgagee, Craig Arnold, a married person, of 600 Princeton Parkway, Kentland, Indiana 47951, herein referred to as "Lender".

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY EIGHT THOUSAND and no/100's (\$38,000.00) DOLLARS in connection with a certain business loan ("the Indebtedness").

TO SECURE to Lender (a) the repayment of the above indebtedness, and the performance of the covenants and agreements of Borrower in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

Lot 1 Fairfield Subdivision Unit No. 1, as per plat thereof, recorded in Plat Book 68, page 49, in the Office of the Recorder of Lake County, Indiana and the West 10.00 feet of the South 85.00 feet of Lot 5-A, in Resubdivison (sic) of Lots 3, 4 and 5 in Fairfield Subdivision, Unit No. 1, as per plat thereof recorded in Plat Book 74, page 20 in the Office of the Recorder of Lake County, Indiana.

Property Address: 630 Lake Street, Crown Point, IN 46307

Tax Parcel Number: 49-16-08-353-003.000-042

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property covenants are herein referred to as the "Property".

1. Borrower's Title. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

2. Payment of Indebtedness. Borrower shall promptly pay when due the Indebtedness under the provisions of this Mortgage.

3. Second Mortgage. Lender acknowledges that this Mortgage is a second Mortgage on the real estate.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts.

5. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, mechanics lien foreclosure, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6 with interest thereon, shall become additional indebtedness of Borrower under the Note secured by this Mortgage. Unless Borrower and Lender agree to other terms of Payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

8. **Forbearance By Lender Not A Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

10. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

11. Notice. Any notice or other communication required or permitted to be given to a party under this Mortgage shall be in writing, unless otherwise specified in this Mortgage, and shall be deemed given when delivered personally or by electronic transmission or sent by registered or certified mail (return receipt requested) or by next day courier (with evidence of delivery and postage and other fees prepaid) as follows:

To Mortgagor:

David Hunter
630 Lake Street
Crown Point, Indiana 46307

To Mortgagee:

Craig Arnold
600 Princeton Parkway
Kentland, Indiana 47951
craigarnold@princetonworldwide.com

With a copy to:

Thomas A. Appel, P.C.
18311 North Creek Drive, Ste. I
Tinley Park, IL 60477
Attn: Thomas A. Appel
tappel@appellawfirm.com

or to such other representative or at such other address of a party as such party may furnish to the other parties in writing. Any notice which is delivered personally or by electronic transmission in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party or its agent. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the fourth Business Day after the day it is so placed in the mail (or on the first Business Day after placed in the mail if sent by overnight courier) or, if earlier, the time of actual receipt.

12. Governing Law. This Mortgage shall be governed by the law of the State of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

14. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower, including a Contract for Conditional Sale, or Installment Sales Contract, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of purchase money security interest, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

15. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right (if any) to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosures, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports. Such costs and attorney's fees shall be included in the Decree for Sale as additional indebtedness.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

17. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

