

2019-077381

2019 Nov 12 11:49 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 23rd day of September, 2019, between the Mortgagor, Kyle A. Ropac, 1021 Foy Court, Crown Point, IN 46307 (hereinafter the "**Borrower**"), and the Mortgagee, Justin C. Tauber, 1517 Park West Circle, Munster, IN 46321 (hereinafter the "**Lender**").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand Dollars (\$50,000.00), which indebtedness is evidenced by certain a promissory note to the Lender on September 23, 2019 (herein "**Note**"), providing for payments of principal and interest.

TO SECURE to Lender (a) the repayment of the indebtedness and other money due under the provisions of the Note, with interest thereon, (b) the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage, and, (c) the performance of the covenants and agreements of Borrower in this Mortgage and the Note (together, the "**Secured Obligations**"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

Lot 184 in Ellendale Farm Unit Six, as per plat thereof, recorded in Plat Book 92, page 88, in the Office of the Recorder of Lake County, Indiana.

and commonly known as: 1021 Foy Court, Crown Point, IN 46307

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 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.



\$ 55,000
1403
[Signature]

2. Payment of the Note. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any other sums due thereunder, and any sums due under the provisions of this Mortgage.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in the manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to

Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 2 hereof or change the amount of such installments. If under Paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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, 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. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 4 hereof.

Any amounts disbursed by Lender pursuant to this Paragraph 6 with interest thereon, shall become additional indebtedness of Borrower 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. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Paragraph 2 hereof or change the amount of payments.

8. 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.

9. 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.

10. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. 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 (1) if and when personally delivered, (2) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set opposite the signature, or as noted on the last page hereof, (3) on the third business day after being deposited in the United States mail, registered mail, return receipt requested and postage prepaid, or (4) upon facsimile transmission with appropriate acknowledgment (provided, however, that such notice or communication shall be contemporaneously mailed to its intended recipient via registered mail, return receipt requested. Either party may change its address for notice by giving written notice thereof in accordance with the provisions of this paragraph to the other party.

13. Default. The Secured Obligations will be promptly paid as and when the same becomes due. Any one of the following shall constitute an event of default hereunder (each, an "Event of Default"):

- (a) default in the payment when due (whether by lapse of time, acceleration or otherwise) of any amounts due under the Note or any other Secured Obligations; or
- (b) default in the observance or performance of any provision hereof requiring the maintenance of insurance on the premises or dealing with the use or remittance of proceeds of the premises or any part thereof; or
- (c) default for more than fifteen (15) days in the observance or compliance with any terms or provisions of this Mortgage or any other instrument relating thereto; or
- (d) any representation or warranty made by Borrower herein or in any separate instrument or document securing the Secured Obligations or in any statement or certificate furnished by Borrower pursuant hereto or thereto proves to be untrue in any material respect as of the date of issuance or making thereof; or
- (e) any event occurs or condition exists which is specified as an Event of Default in the Note or any separate assignment of leases and/or rents or of any other

instrument or document securing the Secured Obligations or any part thereof or relating thereto; or

(f) the premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except as specifically included by paragraph 15 hereof; or

(g) any indebtedness secured by a lien or charge on the premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

(h) the premises are abandoned.

14. Foreclosure. When any Event of Default hereunder has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Borrower from complying with the terms of this instrument and of the adequacy of the security for the Secured Obligations) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Secured Obligations in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional Secured Obligations hereunder and immediately due and payable, with interest thereon at the highest rate now permitted by Indiana law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Secured Obligations; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

15. 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 for household appliances, (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. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 17 hereof.

16. 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 Borrower his 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. [intentionally omitted]

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower

shall, prior to foreclosure under Paragraph 14 hereof, acceleration under Paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon foreclosure under Paragraph 14 or acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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the Lake County Recorder!**

19. Future Advances, Priority. The Ten of this Mortgage shall be valid as to all Secured Obligations, including future advances, from the time of its filing for record in the recorder's office in the county in which the premises are located. The total amount of Secured Obligations may increase or decrease from time to time, but the total unpaid balance of Secured Obligations (including disbursements which Lender may make under this Mortgage, the Note or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) plus interest thereof, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the premises, to the extent of the maximum amount secured hereby.

20. Additional Provisions. Borrower agrees that (1) He and any Tenants occupying the Premises will comply with all Environmental Laws and reporting requirements with respect to handling, storage, transportation and disposal of Hazardous Materials on the Premises; (2) agrees to provide Lender with a copy of any environmental site assessment obtained by or prepared at the direction of the Borrower; (3) agrees to provide Lender with written notice of any release, remediation and disposal of Hazardous Materials on the Premises, together with copies of all notices to or from federal, state or local agencies relating to such matters.

If the presence of Hazardous Materials (as herein defined) on the Premises is caused by Borrower, or Borrower's agent, employee, invitee, licensee, tenant or subtenant, and

such Hazardous Materials result in contamination of the premises, then Borrower shall defend, hold harmless and indemnify the Lender from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses resulting from the presence of such Hazardous Materials, including, without limitation, reasonable attorney's fees and costs incurred in connection with any investigation of site conditions or any clean-up, remedial removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Materials present on the Premises; and including reasonable attorney's fees expended in enforcement of this indemnity. Without limiting the foregoing, if the presence of any such Hazardous Materials on the Premises results in any contamination of the Premises, Borrower shall promptly take all actions at his sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises.

Hazardous Materials is hereby defined to include any and all chemicals, organic and inorganic compounds, polymers, solvents, substances or wastes regulated under CERCLA; oil and petroleum products, asbestos containing materials, and all other materials classified under Environmental Laws (federal, State or local) as caustic, explosive, hazardous, toxic or volatile, or for which the laws set forth reporting requirements.

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

22. Waiver of Valuation and Appraisal. Borrower hereby waives all right of valuation and appraisal.

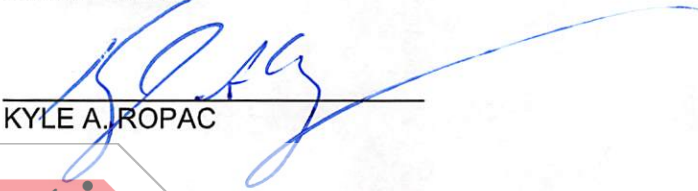
23. Governing Law, Jurisdiction and Venue. This Mortgage shall be governed by the law of the State of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. To the maximum extent permitted by law, Borrower and Lender each hereby agree that all actions or proceedings arising in connection with this Mortgage will be tried and determined only in the Federal Court located in the Northern District of Indiana or the state court located in Lake county, Indiana or, at the sole option of Lender, in any other court in which centier initiates legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. To the maximum extent permitted by law, Borrower and Lender each hereby expressly waives any right it may have to assert the doctrine of *forum non conveniens* or to object to venue to the extent any proceeding is brought in accordance with this section.

24. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notes and of this Mortgage at the time of execution or after recordation hereto.



IN WITNESS WHEREOF, Borrower has executed this Mortgage.

BORROWER:


KYLE A. ROPAC

STATE OF INDIANA

COUNTY OF LAKE

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On this 23rd of September, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kyle A. Ropac and acknowledged the execution of the above mortgage as his voluntary act and deed.

Witness my hand and official seal.


Notary Public

My commission expires: 1-6-21

This instrument prepared by Jared R. Tauber, Attorney, 1415 Eagle Ridge Drive, Schererville, IN 46375

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. (Jared R. Tauber, Esq.)

RETURN TO: Jared R. Tauber, Attorney, 1415 Eagle Ridge Drive, Schererville, IN 46375

