

2019-082107

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

2019 Nov 27 12:00 PM

**REAL ESTATE MORTGAGE**

This indenture witnesseth that **Dakota Properties, LLC** of Lake County, Indiana, as MORTGAGOR, MORTGAGES AND WARRANTS To **KCU Enterprise LLC** (MORTGAGEE) whose mailing address is 11615 Buckboard Ln. Harlan, IN 46743, the following real estate in Lake County, State of Indiana, to wit:

Briarview Estates Lot 1

Commonly known as 1331 Magnolia Ave. Dyer, IN 46311

and the rents and profits therefrom, to secure the payment of the principal sum of **One Hundred Thirty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$131,250.00)**, when the same shall become due, of all sums due and owing the mortgagor pursuant to the terms of a certain Promissory Note of even date.

Mortgagor warrants and agrees to defend the title to the Property, subject to validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in person other than Mortgagor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed, accordingly.

It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owners association dues against the real estate paid as they become due and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing. Mortgagee shall be named as a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving Mortgagee 14 days written notice. Mortgagee shall have the right to inspect the premises upon giving Mortgagor 24 hours written notice.

The undersigned person executing this mortgage on behalf of **Dakota Properties, LLC** represents and certifies that he or she is a duly elected officer of **Dakota Properties, LLC** and has been fully empowered, by proper resolution of the Board of Directors of **Dakota Properties, LLC** to execute and deliver this mortgage; that **Dakota Properties, LLC** has full corporate capacity to mortgage the real estate described herein; and that all necessary corporate action for the making of such mortgage has been taken and done.

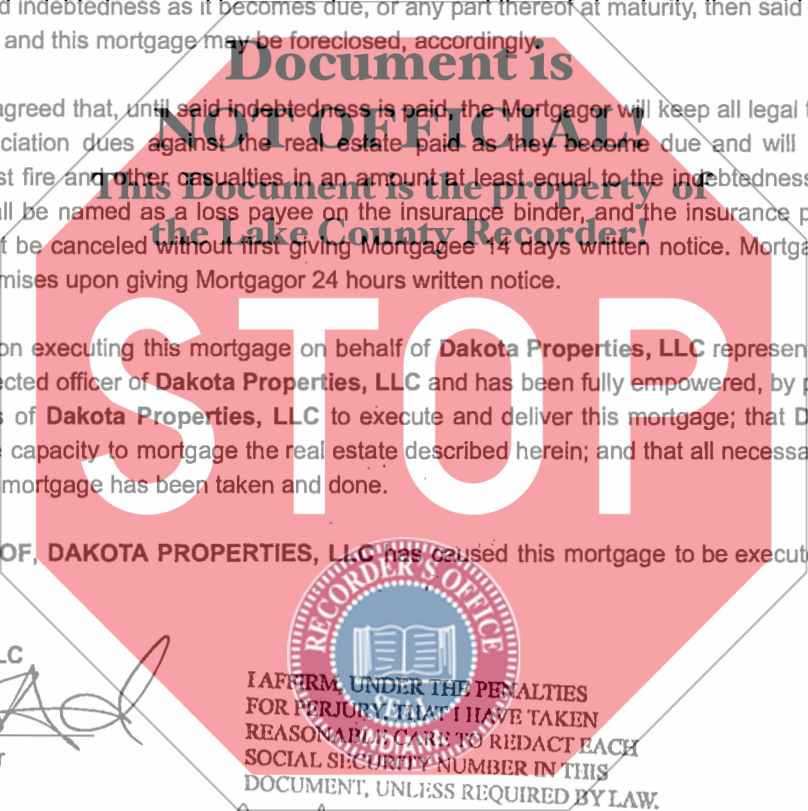
IN WITNESS WHEREOF, **DAKOTA PROPERTIES, LLC** has caused this mortgage to be executed this **21st** day of **November**, 2019.

Dakota Properties, LLC

By: *[Signature]*  
Darrell Audiss, Owner

STATE OF INDIANA)  
SS:  
COUNTY OF LAKE

*Angela Anderson*



Before me, a Notary Public in and for said County and State, personally appeared **Darrell Audiss** who having been duly sworn, stated that he is the Owner of **Dakota Properties, LLC** who acknowledged the execution of the foregoing Mortgage for and on behalf of said **Dakota Properties, LLC** and who, having been duly sworn, stated that the representations therein contained are true.

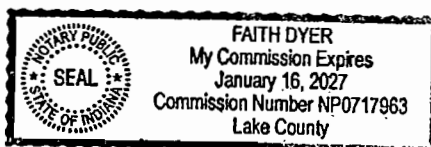
WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of **November**, 2019.

MY COMMISSION EXPIRES:

January 16, 2027

*Faith Dyer*  
Notary Public  
A Resident of Lake County

Our file No.393



\$55.00  
DTZ  
#27420