2019-086553

2019 Dec 13

11:44 AM

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

INDEMNIFYING MORTGAGE

This INDEMNIFYING MORTGAGE (the "Mortgage") is made effective as of December 11, 2019, by DIAMOND PEAK HOMES LLC, AN INDIANA LIMITED LIABILITY COMPANY with an address of 1313 White Hawk Dr, in Crown Point, Indiana 46307 ("Borrower"), for the benefit of DEMOTTE STATE BANK, an Indiana state bank, with an address of 1615 E. Commercial Ave, P O Box 346, Lowell, IN 46356 ("Lender"). Borrower hereby irrevocably grants, encumbers, conveys, assigns, transfers, mortgages and warrants to Lender, its successors and assigns, all of its estate, title and interest in and to the following, now existing or hereafter arising in the real property located in Crown Point, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

LOT 2 IN SAWGRASS-UNIT 1, PLANNED UNIT DEVELOPMENT, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 111 PAGE 68, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY A CERTAIN "CERTIFICATE OF CORRECTION" RECORDED OCTOBER 24, 2018 AS DOCUMENT NO. 073816.

COMMONLY KNOWN AS: 315-319 Nomo Place, Crown Point, IN 46307 PARCEL #45-16-20-229-009.000-042

This Mortgage is made pursuant to Indiana Code § 32-29-10-1 et seq. as a series mortgage to secure the payment of: (i) that certain Promissory Note dated November 4, 2019 payable to the order of Lender in the original face amount of Five Hundred Thirty-seven Thousand Five Hundred and 00/100 Dollars (\$537,500.00) with a Maturity Date of not later than May 4, 2020, and all extensions renewals, reamortizations, restatements, modifications and amendments thereof; (the "Note") which shall be the original security instrument as defined in Indiana Code § 32-29-10-3; (ii) all supplemental indentures, as defined in Indiana Code § 32-29-16-4; (iii) all fatter advances, obligations or advances made by Lender to Borrower in the aggregate up to Six Hundred Forty-seven Thousand Eight Hundred and 00/100 Dollars (\$647,800.00), shall, in each instance, be secured by this Mortgage in accordance with Indiana Code § 32-29-1-10, pursuant to the provisions of this Mortgage; and (iv) all indebtedness or liability, of every kind, character and description of Borrower(s) to Lender created before or hereafter created, such as future loans, advances, overdrafts, and all indebtedness that may accrue to Lender by reason of the Borrower(s), becoming surety or endorser for any other person, whether said indebtedness was originally payable to Lender or has come to it by assignment or otherwise and shall be binding upon the Borrower(s), and remain in full force and effect until all said indebtedness is paid (collectively, the "Indebtedness"). This Mortgage shall secure the full amount of said Indebtedness without regard to the time when same was made. Borrower(s) expressly agree to pay all Indebtedness secured hereby, and the same shall be collectable without relief from valuation and appraisement laws and with anothers seed and not be necessary to serve notice upon the Borrower(s).

19-2616

Heartland Title Services, Inc. 101 E. 90th Drive Suite C

Merrillville, IN 46410

\$55000

JB

#2800

Pursuant to Indiana Code § 32-29-10-5, the lien of this Mortgage shall expire ten (10) years after the maturity date of the Note secured hereby, May 4, 2030, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

This Indemnifying Mortgage has been executed by the undersigned effective as of the date and year first set forth above.

OMAS SCOTT CROOK

Member of Diamond Peak Homes LLC

STATE OF INDIANA

) SS:

COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared THOMAS SCOTT CROOK, Member of Diamond Peak Homes LLC, who executed the foregoing Indemnifying Mortgage and acknowledged the signing and execution of said instrument to be such person(s) voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on this 11th day of December, 2019.

My Commission Expires:

10-29-24

Commission number: 691420

Chulty Notary Public

County

KIMBERLY KAY SCHULTZ Commission Number 691420 My Commission Expires 10/29/24 County of Residence Jasper County

This instrument was prepared by: Guy A. Carlson, Exec VP & Lowell Banking Center Manager

"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."

Guy A. Carlson

PLFASE RETURN TO: DeMotte State Bank

1615 E. Commercial Ave.

P O Box 346 Lowell, IN 46356

