

2020-011040

2020 Feb 13 10:12 AM

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

**RELEASE OF MORTGAGE**

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FOR VALUABLE CONSIDERATION, it is certified that a certain mortgage dated April 24, 2015, and executed by Randall L. Mitchell and Mary S. Mitchell securing the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) which mortgage was duly recorded as DOCUMENT NO. 2015 025393 in the Office of the Recorder of Lake County, Indiana, on April 28, 2015, is RELEASED and SATISFIED.

Part of the Southeast ¼ of the Southeast ¼ of Section 14, Township 35 North, Range 9 West of the Second Principal Meridian and part of the Northeast ¼ of the Northeast ¼ of Section 23, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Schererville, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the Southeast ¼ of the Southeast ¼ of said Section 14; thence North 89 degrees 22 minutes 59 seconds West, along the North line of the South ½ of the Southeast ¼ of the Southeast ¼ of said Section 14, said line also being the centerline of 75th Avenue (previously known as Doffin Road), a distance of 412.80 feet; thence South 00 degrees 04 minutes 53 seconds East, a distance of 1158.85 feet to the point of beginning; thence continuing South 00 degrees 04 minutes 53 seconds East, along the last described line, a distance of 422.14 feet to a point in the centerline of U.S. Highway 30 (new Lincoln Highway); thence South 71 degrees 26 minutes 39 seconds East, along the centerline of said U.S. Highway 30, a distance of 281.29 feet; thence North 04 degrees 04 minutes 13 seconds West, a distance of 422.11 feet, said line also being the West line extended Southerly of Greens 1<sup>st</sup> Addition to the Town of Schererville as recorded in Plat Book 74 page 6, in the Office of the Recorder of Lake County, Indiana; thence North 71 degrees 26 minutes 39 seconds West, a distance of 281.29 feet to the point of beginning.

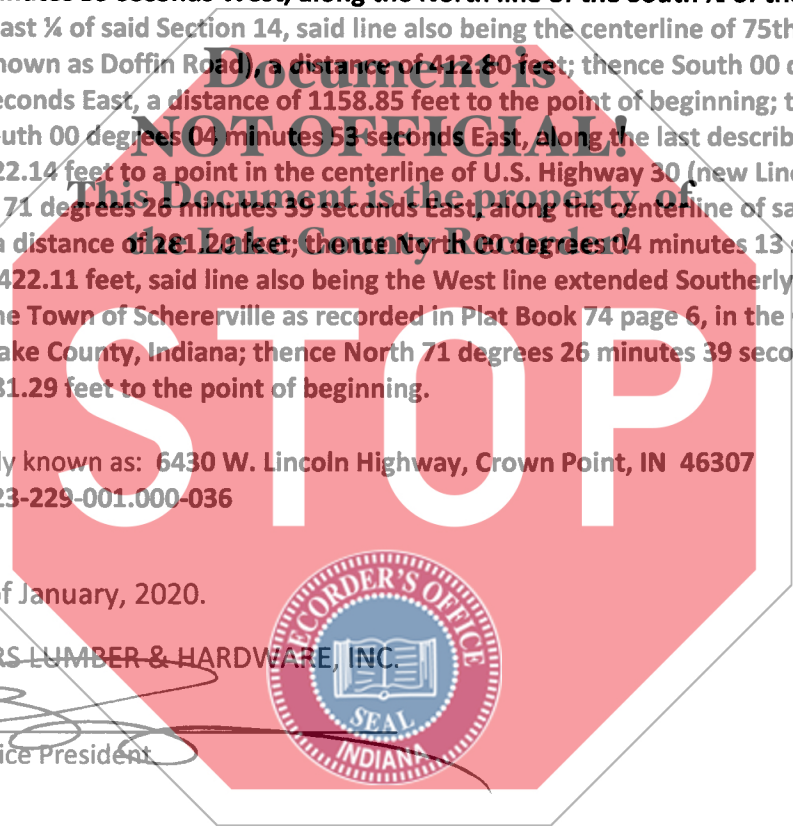
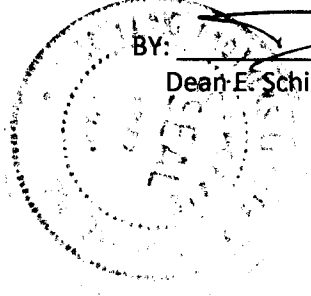
And commonly known as: 6430 W. Lincoln Highway, Crown Point, IN 46307  
PIN#: 45-11-23-229-001.000-036

Dated the 31<sup>st</sup> day of January, 2020.

SCHILLING BROTHERS LUMBER & HARDWARE, INC.

BY:

Dean E. Schilling, Vice President



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6985  
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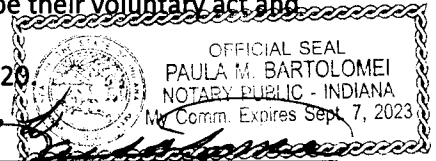
**HOLD FOR MERIDIAN TITLE COR**

20-2025

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF LAKE     )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Dean E. Schilling, Vice President of Schilling Brothers Lumber & Hardware, Inc. and acknowledged the execution of the foregoing RELEASE OF MORTGAGE to be their voluntary act and deed on behalf of the corporation.

WITNESS my hand and notarial seal, on this 31<sup>st</sup> day of January, 2020



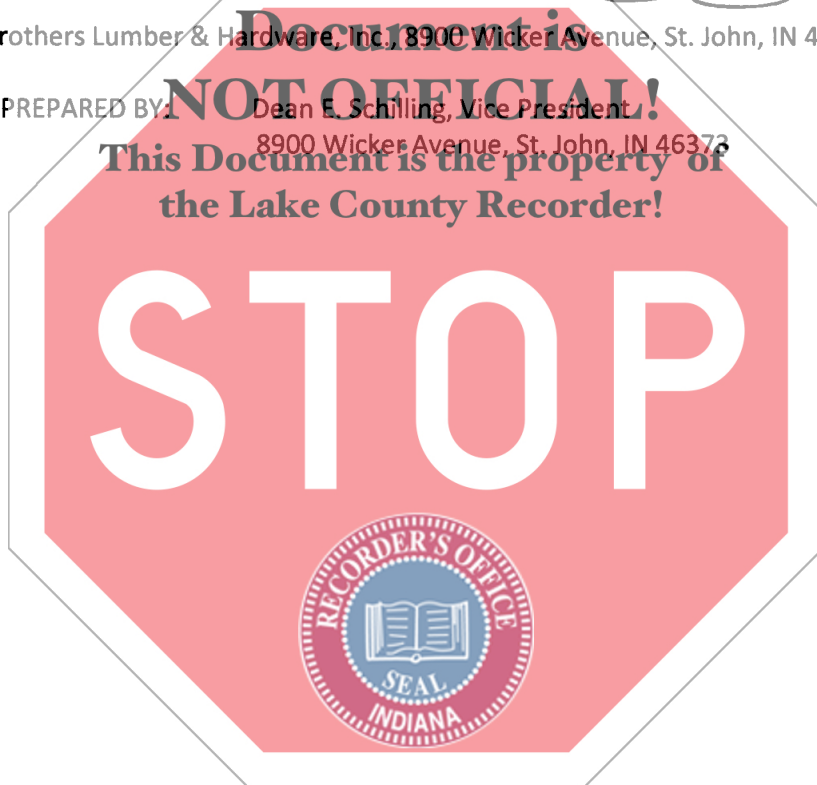
My Commission Expires: 9-7-23  
Resident of Lake County, Indiana

Notary Public

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.

Mail to: Schilling Brothers Lumber & Hardware, Inc., 8900 Wicker Avenue, St. John, IN 46373

THIS INSTRUMENT PREPARED BY: Dean E. Schilling, Vice President,  
8900 Wicker Avenue, St. John, IN 46373



2015 025393

STATE OF INDIANA  
LAKE COUNTY  
FILED

2015 APR 20

REC

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That **WOODLAND PINE DEVELOPERS, LLC**, an **Indiana Limited Liability Company**, of Lake County, in the State of Indiana, *Mortgage and Warrant* to **SCHILLING BROTHERS LUMBER AND HARDWARE, INC.**, of Lake County, in the State of Indiana, the following described *Real Estate* in Lake County, in the State of Indiana, as follows, to-wit:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 35 North, Range 9 West of the Second Principal Meridian and part of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Schererville, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence North 89 degrees 22 minutes 59 seconds West, along the North line of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14, said line also being the centerline of 75th Avenue (previously known as Doffin Road), a distance of 412.80 feet; thence South 00 degrees 04 minutes 53 seconds East, a distance of 1158.85 feet to the point of beginning; thence continuing South 00 degrees 04 minutes 53 seconds East, along the last described line, a distance of 422.14 feet to a point in the centerline of U.S. Highway 30 (new Lincoln Highway); thence South 71 degrees 26 minutes 39 seconds East, along the centerline of said U.S. Highway 30, a distance of 281.20 feet; thence North 00 degrees 04 minutes 13 seconds West, a distance of 422.11 feet, said line also being the West line extended Southerly of Greens 1st Addition to the Town of Schererville as recorded in Plat Book 74 page 6, in the Office of the Recorder of Lake County, Indiana; thence North 71 degrees 26 minutes 39 seconds West, a distance of 281.29 feet to the point of beginning.

Commonly known as: 6430 W. Lincoln Highway, Crown Point, IN 46307  
Key No.: 45-11-23-229-001.000-036

To secure the payment of a certain Secured Guaranty of Account in the principal amount of **\$150,000.00**, payable to **SCHILLING BROTHERS LUMBER AND HARDWARE, INC.** on demand with a maturity date of May 1, 2017, and the mortgagor expressly agrees to comply with the terms and provisions of the Guaranty and pay the sum of money secured thereby, without relief from valuation or appraisal laws; and upon failure to pay the Mortgagee/Creditor in accordance with the terms of its Guaranty, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, then Mortgagor shall be in default and all of said debts secured by the Guaranty are to be due and collectible, and this mortgage may be foreclosed accordingly.

The occurrence of any of the following events shall be deemed a "Default" under this Mortgage:

- a. If any event defined as a Default in the Guaranty of Account secured hereby shall have

- occurred and be continuing or the Mortgagor shall otherwise fail to pay or perform any of the Obligations set forth therein promptly when such payment or performance is due or within such grace period as may be applicable or allowed by Mortgagee.
- b. If the Mortgagor shall abandon the Mortgaged Premises, or any portion thereof, for a period of 60 days or longer;
  - c. The institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Mortgaged Premises, or any portion thereof; but such proceeding shall not be deemed a default under this Mortgage if Mortgagor is diligently contesting such proceeding having posted such bond or additional collateral as Mortgagee may require and so long as Mortgagee does not determine that the continuation of such proceeding shall adversely affect Mortgagee's interest in the Mortgaged Premises or payment of the obligations of Mortgagor under the Guaranty secured by this Mortgage.

Upon the occurrence and continuance of a Default beyond any applicable cure period, all indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable and without relief from valuation and appraisal laws, and this Mortgage may be foreclosed accordingly.

And it is further expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal taxes and charges against said premises paid as they become due, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 6% interest thereon, shall be a part of the debt secured by this mortgage.

All obligations of the Mortgagor under this Mortgage shall extend to and be binding upon the successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns.

In Witness Whereof, the said mortgagor, by its manager-members, has hereunto set their hands and seals this \_\_\_ day of April, 2015.

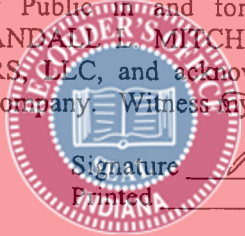
**WOODLAND PINE DEVELOPERS, LLC**  
 BY: *Randall L. Mitchell*  
 RANDALL L. MITCHELL, Mngr.-Member

BY: *Mary S. Mitchell*  
 MARY S. MITCHELL, Mngr.-Member

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 21<sup>st</sup> day of April, 2015, personally appeared RANDALL L. MITCHELL and MARY S. MITCHELL, as Manager-Members of WOODLAND PINE DEVELOPERS, LLC, and acknowledged the execution of the foregoing REAL ESTATE MORTGAGE for and on behalf of said company. Witness my hand and official seal.

My Commission Expires: 6/3/2016  
 Resident of Lake County



Signature *Thomas L. Kirsch*  
 Printed: THOMAS L. KIRSCH

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. Thomas L. Kirsch

PREPARED BY and MAILED TO: Thomas L. Kirsch, 131 Ridge Road, Munster, IN 46321

