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2020-054746

2020 Aug 21

9:06 AM

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

**INDEMNIFYING MORTGAGE**

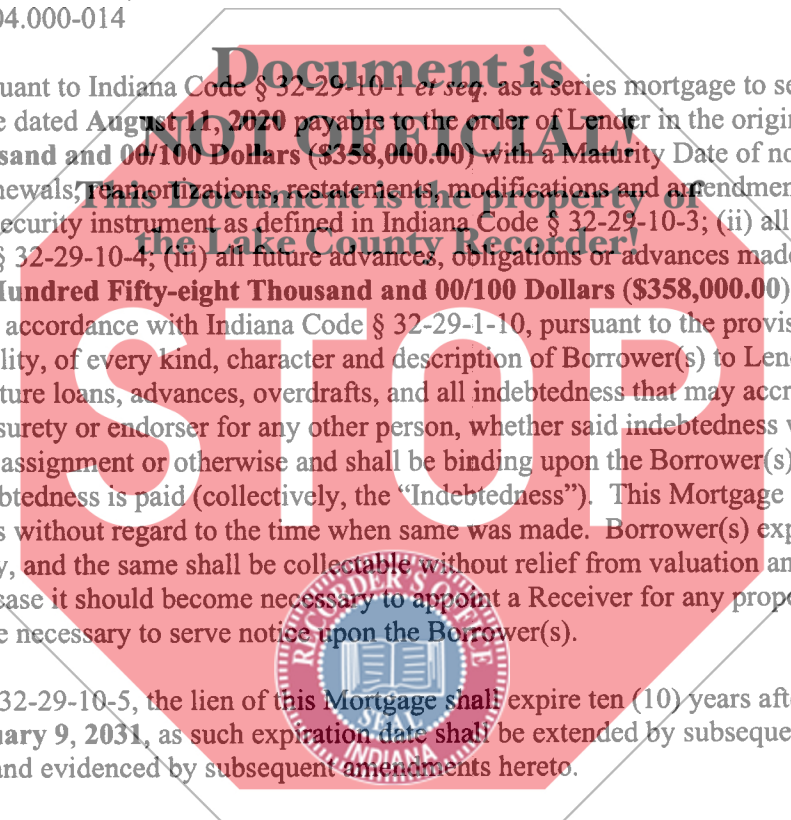
This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of **August 11, 2020**, by **DIAMOND PEAK HOMES LLC, AN INDIANA LIMITED LIABILITY COMPANY** with an address of **1313 White Hawk Dr, in Crown Point, Indiana 46307** ("Borrower"), for the benefit of **DEMOTTE STATE BANK**, an Indiana 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 **Cedar Lake, Lake County, Indiana** and all buildings and improvements now existing or hereafter placed thereon, to wit:

**LOT 4 IN LEDGESTONE, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 110 PAGE 92, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY A CERTAIN "CERTIFICATE OF CORRECTION" RECORDED NOVEMBER 30, 2017 AS DOCUMENT NO. 2017-081276.**

COMMPLY KNOWN AS: **14532 Carey Street, Cedar Lake, IN 46303**  
PARCEL #**45-15-33-429-004.000-014**

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 **August 11, 2020** payable to the order of Lender in the original face amount of **Three Hundred Fifty-eight Thousand and 00/100 Dollars (\$358,000.00)** with a Maturity Date of not later than **February 9, 2021**, 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 § 32-29-10-4; (iii) all future advances, obligations or advances made by Lender to Borrower in the aggregate up to **Three Hundred Fifty-eight Thousand and 00/100 Dollars (\$358,000.00)**, 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 appraisal laws and with attorney's fees, and in case it should become necessary to appoint a Receiver for any property that may be secured by this Mortgage, it shall not be necessary to serve notice upon the Borrower(s).

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, **February 9, 2031**, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

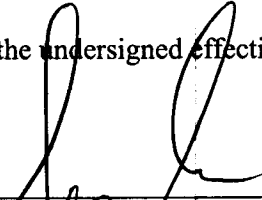


20-3013

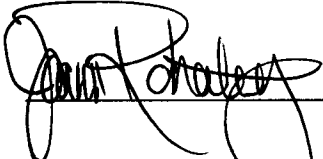
**Heartland  
Title Services, Inc.**  
101 E. 90th Drive Suite C  
Merrillville, IN 46410

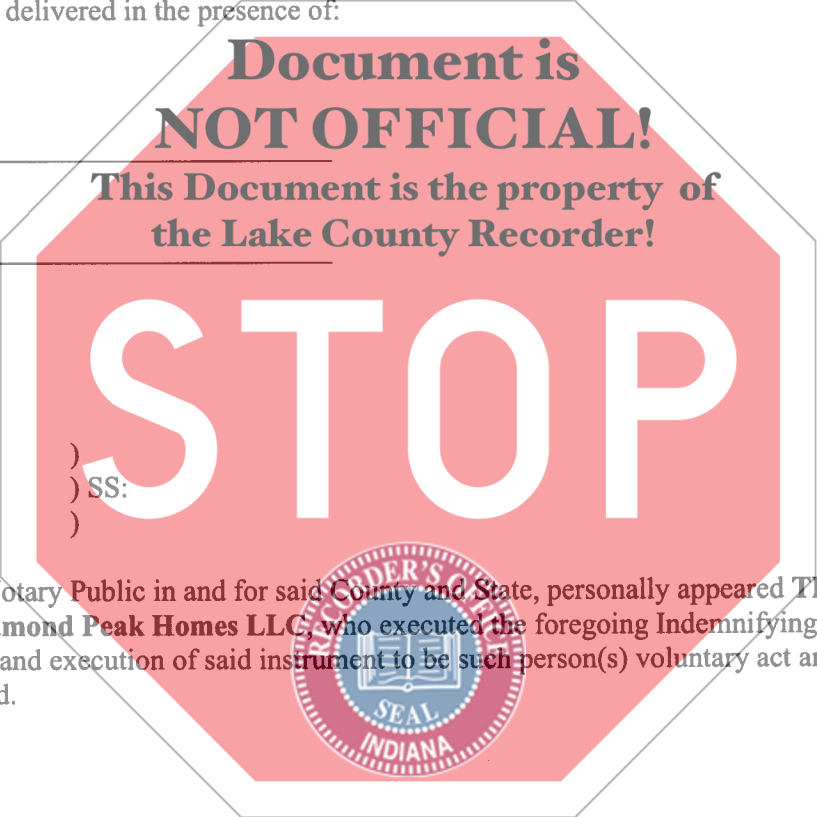
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CA  
#3090

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

  
\_\_\_\_\_  
**THOMAS SCOTT CROOK, Member,**  
Diamond Peak Homes LLC

Signed, acknowledged and delivered in the presence of:

  
\_\_\_\_\_  
Jeann Rohatky  
Witness's Printed Name



STATE OF INDIANA )

COUNTY OF )

) SS:  
)

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 **August, 2020**.

My Commission Expires: **10-29-24**  
My Commission No. **691420**  
County of Residence: **Jasper**

*[Handwritten Signature]*

Notary Public



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 V P & 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." **Rosemarie E. Moyer, Loan Secretary**



**CERTIFICATE OF PROOF**

EXECUTED AND DELIVERED in my presence:

Joann Rohaley [ Witness's Signature]  
Witness: Joann Rohaley [Witness's Printed Name]

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared Joann Rohaley  
[*Witness's Name*], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument,  
who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **THOMAS  
SCOTT CROOK, Member of Diamond Peak Homes LLC** [*Grantor's or other Signer's Name*] in the above-named  
subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in  
the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the  
transaction.

Witness my hand and Notarial Seal this 11 day of August, 2020  
**This Document is the property of the Lake County Recorder!**

Kimberly Kay Schultz  
*Notary Public's Printed Name*

Notary Public - State of Indiana  
Residing at Jasper  
My Commission Expires: 10-29-24  
Commission No. 691420

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

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, Exec VP & Lowell Banking Center Manager

Instrument prepared by: Rosemarie E. Moyer, Loan Secretary

