

# NOT AN OFFICIAL DOCUMENT

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GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2021-017478

8:49 AM 2021 Feb 26

eFIPCO

Parcel Identifier Number

45-12-27-377-012.000-030

### REAL ESTATE MORTGAGE

(Use For Consumer or Business Transactions)

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DOCUMENT NO.

Lahman Properties, LLC, A Wisconsin Limited Liability Company

("Mortgagor," whether one or more), whose address is 1419 9th St., Monroe, WI 53566, mortgages, conveys, assigns, grants a security interest in and warrants to Woodford State Bank ("Lender") whose address is

403 W 8th St., PO Box 766, Monroe, WI 53566 in consideration of the sum of One Hundred Thirty-One Thousand Two Hundred Dollars and 00/100 Dollars (\$ 131,200.00), loaned or to be loaned to

Lahman Properties, LLC

("Borrower," whether one or more), by Lender, evidenced by Borrower's note(s) or agreement(s) dated February 19, 2021, with a maturity date of February 19, 2026, the terms of which are incorporated herein by reference, executed by Mortgagor or Borrower and payable to Lender (hereinafter the "Note"), the real estate described below in section 1, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures attached to or related to the real estate described below (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender as provided herein. **SINCE THIS REAL ESTATE MORTGAGE "MORTGAGE" SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

If checked here, this Mortgage shall also serve as a fixture filing. Specifically, it is intended that as to fixtures, as such term is defined in I.C. 26-1-9.1-102(41), that are part of the Collateral, this Mortgage shall be effective as a continuously perfected financing statement filed pursuant to I.C. 26-1-9.1-515 as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of the county in which the Collateral is located. In order to satisfy I.C. 26-1-9.1-502(a), I.C. 26-9.1-502(b) and I.C. 26-9.1-502(c), the following information is hereby provided:

Name of Debtor: n/a  
Address of Debtor: n/a  
Type of Organization: n/a  
Organization Number: n/a  
Name of Secured Party: n/a  
Address of Secured Party: n/a  
Record owner of Land: n/a

If checked here, in accordance with Indiana Code § 32-29-1-10 and not in limitation of paragraph 5 herein, this Mortgage shall be given to secure all Obligations (as hereinafter defined) of Borrower to Lender pursuant to the Note, and all future advances, re-advances, additional indebtedness, modifications, refundings, replacements, extensions, and renewals thereof hereafter arising or incurred by Borrower to or in favor of Lender, and any notes evidencing the same, whether such advances or indebtedness are obligatory or to be made at the option of Lender, or otherwise, to the same extent as if such future advance or indebtedness was made on the date of the execution of this Mortgage. In addition to securing the obligations evidenced by the Note in the original principal amount of One Hundred Thirty-One Thousand Two Hundred and 00/100 Dollars (\$131,200.00), the maximum amount of future obligations and advances to Borrower secured by this Mortgage is One Hundred Thirty-One Thousand Two Hundred and 00/100 Dollars (\$131,200.00). All indebtedness incurred after the date hereof by Borrower in favor of Lender shall conclusively be deemed to be a future advance under this Mortgage and entitled to the protection of this provision and the security of this Mortgage. Such future indebtedness may bear interest at a rate or rates greater than the rate set forth in the Note or the other loan documents. Interest on such obligations will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue, or capitalize any interest except as provided in the Note or other loan documents.

#### 1. Description of Property.

The East 30.0 feet of West 70 feet of Lot 27, by parallel lines and as measured at right angles to the West line thereof, in Block Three, in Broadfield Townhomes Addition, a Subdivision of Tract "D" Broadfield Center, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 74 page 62, in the Office of the Recorder of Lake County, Indiana.

Property Address: 710 East 92nd Avenue, Merrillville, IN 46410

- If checked here, description continues or appears on attached sheet(s)
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.

2. Additional Provisions. This Mortgage includes the subsequent additional provisions on pages 2 through 6, which are made a part of this Mortgage.

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Title Mortgage warrants title to the Property. Specifically the Mortgage is the owner of the Property in fee simple and that there are no other mortgages, liens, encumbrances or claims against said Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_

n/a

4. **Escrow.** Interest at the rate of n/a shall be paid on escrowed funds if an escrow is required under paragraph 8(a).

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by applicable law, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagee, any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, plus all interest and charges, plus (d) to the extent not prohibited by applicable law, all costs and expenses of collection or enforcement including, but not limited to, attorneys' and experts' fees (all of the foregoing, collectively, called the "Obligations") and without relief from valuation and appraisal laws. This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or any part thereof, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagee shall keep the improvements on the Property insured against direct loss, damage or destruction occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagee and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagee is free to select the insurance agent or insurer through which insurance is obtained. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagee fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagee, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagee's equity in the Property), and Mortgagee's obligation to repay Lender shall be in accordance with paragraph 10.

8. **Mortgagee's Covenants.** Mortgagee covenants:

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagee's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagee for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagee in writing, and Mortgagee shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.

(b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2. Without limiting and in addition to the foregoing, Mortgagee shall not permit any lien of mechanics or materialmen to attach to and remain on the Property any part thereof for more than thirty (30) days after receiving notice thereof;

(d) **Other Mortgages.** To perform all of Mortgagee's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to its interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to reimburse the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagee, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagee in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. **Environmental Laws.** Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous

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**Substance** under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use, existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, and to the extent not prohibited by applicable law, essential use of the Property, paying the taxes that become superior to this Mortgage and making any other payments, entering, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** In the event of: (a) a default under any Obligation secured by this Mortgage, or (b) Mortgagor's failure to timely observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, (c) the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Property or security interest in the Collateral (if applicable), (d) the breach of any representation, warranty, agreement or covenant contained in this Mortgage; or (e) the Mortgagor sells or conveys, or enters into a contract to sell or convey the Property, or any portion thereof or permits any person, firm or corporation to assume this Mortgage or the indebtedness secured hereby, or enters into a contract or agreement whereby anyone may acquire the right to a lien, mortgage or other encumbrance on the Property, without the prior written consent of Lender, then, at the option of Lender each Obligation will become immediately due and payable unless the document evidencing the Obligation requires notice to Mortgagor or Borrower and an opportunity to cure the default and, in that event, the Obligation will become due and payable if the default is not cured as provided in that document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. In addition, Lender, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Obligations or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagor. No such extension, reduction or renewal, nor any release of any other obligor, guarantor, or collateral, shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever. Lender's discharge or effect in any manner the personal liability of the Mortgagor or any guarantors or sureties of or for any of the Obligations. Lender, at its option and on such terms as it may desire, may release any part of the Property from the lien of this Mortgage without impairing the lien of this Mortgage except as to the portion of the Property expressly released and without releasing the Mortgagor or any guarantors or sureties of or for any of the Obligations. No delay by the Lender in the exercise of any of its rights under this Mortgage shall preclude the subsequent exercise thereof so long as any default continues uncured. Time is of the essence of this Mortgage. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

**13. Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. The terms of this assignment shall be more specifically set forth in a certain Assignment of Leases and Rents executed by Borrower of even date herewith (the "Assignment of Rents"). To the extent not prohibited by applicable law, upon or at any time after the occurrence of such an event of default, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, if applicable, as described in paragraph 11, and pursuant to the Assignment of Rents. The license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations, and shall be enforced by applicable law. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment, including, without limitation, the right to seek and obtain the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

**14. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**15. Insufficiency of Proceeds.** In the event the Property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total costs of said foreclosure and the indebtedness evidenced and secured by this instrument, Lender will be entitled to a deficiency judgment.

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**16. Expenses.** To the extent not prohibited by applicable law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**17. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**18. Uniform Commercial Code Filings.** If applicable, the Mortgagor grants to Lender as secured party a security interest in the Collateral in accordance with the provisions of the Uniform Commercial Code as enacted in Indiana. The Mortgagor authorizes Lender at the expense of the Mortgagor to execute on its behalf and file any other financing statements deemed necessary by Lender to perfect its security interest in the Collateral and to file such financing statements in those public offices deemed necessary by Lender. Such financing statements may be signed by Lender alone. In addition, the Mortgagor shall execute and deliver any financing statement or other document that Lender may request to perfect or to further evidence the security interest created by this Mortgage.

**19. Junior Liens.** Any person, firm or corporation taking a junior mortgage, or other lien, upon the Property, shall take the said lien or mortgage subject to the rights of the Lender herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien or mortgage and without the lien of this Mortgage losing its priority over any such junior lien or mortgage. This Mortgage shall have priority over any such junior lien or mortgage, not only with respect to advances made by the Mortgagor prior to the existence and/or recording of such junior lien or mortgage, but also with respect to any advances and other Obligations made or otherwise incurred after the existence and/or recording of such junior lien or mortgage.

**20. Deposits for Assessments, Taxes, and Insurance.** The Mortgagor agrees, if requested by Lender at any time or from time to time while this Mortgage remains unsatisfied, to deposit monthly with the Lender approximately one-twelfth (1/12) of the annual property taxes and any and all assessments for public improvements levied upon the Property, and also one-twelfth (1/12) of the annual insurance premiums required by this Mortgage or any other loan document, all as may be reasonably estimated initially and from time to time by Lender, as allowed by and in accordance with applicable law.

**21. JURY TRIAL WAIVER.** MORTGAGOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY CLAIM, COUNTER-CLAIM, OR DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN LAW OR IN EQUITY, BETWEEN THE PARTIES HERETO ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS MORTGAGE OR ANY RELATED WRITING EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTION RELATED THERETO. THIS WAIVER SHALL NOT BE DEEMED TO WAIVE THE RIGHT TO A TRIAL BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION.

**22. Authority.** The undersigned individual, executing this Mortgage on behalf of Mortgagor, hereby represents and warrants that said individual is an officer of said Mortgagor, duly authorized to execute and deliver this Mortgage on behalf of the said Mortgagor, that the Mortgagor has the power and authority to enter into this Mortgage and to bind itself and perform in accordance with its terms; and that all necessary action for the proper authorization, execution and delivery of this Mortgage has been taken and done.

**23. Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Indiana, not including the choice of law rules thereof, except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Indiana Statutes are to those sections as they may be renumbered or amended from time to time. If any provision of this Mortgage is deemed to be invalid or unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, nothing contained herein shall affect the rights of the Lender to bring any action or proceeding against the Mortgagor or its property in the courts of any other state or jurisdiction.

**24. Entire Agreement.** This Mortgage contains or incorporates by reference the entire agreement between the parties, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto, with respect to the subject matter hereof and is intended by Lender and Mortgagor as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. To the extent not prohibited by applicable law, this Mortgage may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Lender and Mortgagor. There are no oral agreements among Lender and Mortgagor. This Mortgage may not be supplemented or modified except in writing signed by Lender and Mortgagor.

**25. Other Provisions.** (If none are stated below, there are no other provisions.)

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The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage. Executed and acknowledged by the undersigned on February 19, 2021 (Date)

Lahman Properties, LLC  
A Wisconsin Limited Liability Company

By: [Signature]  
Adam Colby Lahman, Member

By: [Signature]  
Rebecca Lahman, Member

### NOTARY ACKNOWLEDGMENT

State of Indiana  
County of Lake  
City of Crown Point  
Execution of the foregoing instrument was acknowledged before me on February 19, 2021  
on February 19, 2021  
by Adam Colby Lahman and Rebecca Lahman  
(Names of Person(s))  
as Member and Member  
(Type of authority, e.g., officer, trustee, etc., if any)  
of Lahman Properties, LLC  
(Name of party on behalf of whom instrument was executed, if any)

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Molly A Tourdot  
(printed name of individual who prepared document)

This instrument was prepared by:  
Molly A Tourdot/Woodford State Bank

RETURN ORIGINAL TO:

Woodford State Bank  
403 W 8th St., PO Box 766  
Monroe, WI 53566

Cross Reference: n/a

Check One:

**In-Person Notary**

I certify that the attached or associated instrument entitled RE. Mortgage and dated February 19, 2021 was acknowledged and signed by the principal Adam Colby Lahman and Rebecca Lahman

Crown Point, County Lake, State or province Indiana, and Country USA and who personally appeared before me on this date February 19, 2021, was notarized by me, a Notary Public, on this date 2-19-21 in this City Crown Point and County Lake, Indiana.

**Remote Notary**

I certify that the attached or associated electronic record entitled \_\_\_\_\_ and dated \_\_\_\_\_ was remotely acknowledged and signed by the principal \_\_\_\_\_

\_\_\_\_\_ who was located in this City \_\_\_\_\_, County \_\_\_\_\_, State or province \_\_\_\_\_, and Country \_\_\_\_\_ and who appeared by audio visual communication on this date, was notarized by me, a remote Notary Public, on this date \_\_\_\_\_ in this City \_\_\_\_\_ and County \_\_\_\_\_, Indiana.

[Signature]  
(Notary Signature)

Printed Name Paula Barrick  
Notary Public Commission No. 705235  
Title (and Rank) Notary Public  
 Remote Notary Public  
My Commission expires: 8-13-25  
Notary's County of Residence: Lake  
(NOTARY SEAL)



# NOT AN OFFICIAL DOCUMENT

EXECUTED AND DELIVERED in my presence:

Witness's Signature: [Signature]  
Witness Printed Name: Amanda Patrick

STATE OF INDIANA )  
COUNTY OF Lake ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Amanda Patrick 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 [Signature] 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 19 day of February, 2021.

[Signature]  
Notary Public

My Commission Expires: 9-13-23  
My County of Residence: Lake  
My Commission #: 705235



Notary of Lake County Recorder

LOAN ORIGINATOR'S NAME Jason Kundert  
LOAN ORIGINATOR ORGANIZATION'S NAME Woodford State Bank  
LOAN ORIGINATOR'S NMLSR ID NO. 755740  
LOAN ORIGINATOR ORGANIZATION'S NMLSR ID NO. 422856