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TOTAL FEES: 55.00  
BY: JAS  
PG #: 5

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

## REAL ESTATE MORTGAGE

This indenture witnesseth that

Northwest Indiana Farms, LLC

of Lake County, Indiana,

as MORTGAGOR,

### Mortgages and warrants to

The RSB, LLC

of Lake County, Indiana, as MORTGAGEE, the following real estate in Lake County State of Indiana, to wit:

See Exhibit A.

Commonly known as: 1682 E. Commercial Avenue, Lowell, IN 46356

Parcel No: 45-19-25-127-005.000-008

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

**Three Hundred Ninety Thousand Dollars (\$390,000.00)**

as evidenced by a promissory note obligation dated December 30, 2021, with interest at the rate of five and one-half percent (5.50%) per cent per annum (or nine percent 9.00% during any period of default) computed during such period of said mortgage, all without relief from Valuation and Appraisal Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said

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*premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.*

*2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; Mortgagor shall not allow any hazardous waste or environmental damage to occur on said premises and if any such damage shall occur the Mortgagee will be liable for the remediation of said damage in addition to any other remedies available to the Mortgagee hereunder, and Mortgagee shall have the right to inspect said premises at all reasonable times.*

*3. The holder of this obligation may renew the same or extend the time for the payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.*

*4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.*

*5. In case part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.*

*6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage*

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shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with the interest thereon at the rate of twelve per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants: None

Acknowledged this 30<sup>th</sup> day of December, 2021.

Mortgagor, Northwest Indiana Farms, LLC



By: Matt Kalvaitis

Its: Manager

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State of Indiana, Lake County, SS:  
Dated this 30<sup>th</sup> day of December, 2021.

Before me, the undersigned, a Notary public in and for said County and State this 30<sup>th</sup> day of December, 2021 personally appeared: Matt Kalvaitis, Manager Northwest Indiana Farms, LLC and acknowledged the execution of the foregoing mortgage.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires

A. B. S.

  
\_\_\_\_\_  
Notary Public  
Resident of Lake County

Seal

This instrument prepared by Keith Wolak, Hoepfner Wagner and Evans, LLP, 103 E. Lincolnway, Valparaiso, Indiana 46383

Mail to: The RSB, LLC, c/o Rodger Blythe, 3125 Whisper Drive, Schererville, IN 46375

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.

Name

A. Patrick



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## EXHIBIT A

Part of Outlot "C" in Eastdale, in the Town of Lowell, as per plat thereof, recorded in Plat Book 33, page 54, in the Office of the Recorder of Lake County, Indiana and part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana, described in one tract as follows: Commencing at a point on the South line of said Section 24, which is 132 feet West of the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence North, parallel to the center line of said Section 24, a distance of 37.21 feet to the center line of State Road #2; thence West, along said center line, 91.55 feet to the Northeast corner of a tract of land deeded to Bryon Goth and Theresa Goth, Husband and Wife, by a Warranty Deed recorded in Deed Record 1129, page 465 in the Recorder's Office of Lake County, Indiana; thence South along the East line of said Goth tract, 37.15 feet to the South line of said Section 24; thence continuing South, parallel to the center line of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian and along the East line of said Goth tract, 227.93 feet to the North line of Lot 21 in Eastdale Estates Unit 3, as recorded in Plat Book 39, page 48 in the Recorder's Office of Lake County, Indiana; thence North 71°13'41" East along the North line of said Lot 21, a distance of 92.94 feet; thence North, parallel to the center line of said Section 25, a distance of 198 feet to the point of beginning.

EXCEPT: A part of Outlot "C" in Eastdale, the plat of which is recorded in Plat Book 33, page 54, in the Office of the Recorder of Lake County, being part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 33 North, Range 9 West, Lake County, Indiana, and being that part of the grantor's land described in Instrument No. 704354, dated April 5, 1983, described as, follows: Commencing at the Southeast corner of said Quarter Section; thence North 89°46'32" West (assumed bearing) 132.00 feet along the South line of said Section to an East line of said outlot; thence North 0°57'40" West, 2.37 feet along said East line to the point of beginning of this description; thence North 88°37'16" West, 24.66 feet; thence North 75°26'45" West, 15.40 feet to the South boundary of S.R. 2; thence along the boundary of said S.R. 2, Easterly 39.56 feet along an arc to the right and having a radius of 30,601.18 feet and subtended by a long chord having a bearing of South 89°58'21" East and a length of 39.56 feet to a corner of said outlot; thence South 0°57'40" East, 4.46 feet to said East line to the point of beginning.