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2022-548760
12/08/2022 10:41 AM
TOTAL FEES: 55.00
BY: SP
PG #: 10

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

After Recording Return to:
David J. Beach / Ryan A. Cook
Eichhorn & Eichhorn, LLP
2929 Carlson Drive, Suite 100
Hammond, IN 46323

Address: 232 South Virginia Street
Hobart, IN 46342

Parcel No. 45-09-31-131-019.000-018

REAL ESTATE MORTGAGE

THIS MORTGAGE IS TO WITNESS that Kirk E. Stroh and Carol A. Anderson-Stroh, husband and wife (collectively, the "Mortgagor") hereby **irrevocably Mortgage and Warrant to Djuric Trucking, Inc. and Jim Z. Djuric** (the "Mortgagee") the following described real estate in Lake County, Indiana (hereinafter referred to as the "Real Estate"):

Commonly known as: 232 S. Virginia Street, Hobart, IN 46342;

And more particularly described as: The North 30 feet of Lot 15 and the South 20 feet of Lot 16 in Block 5 in Hobart Lake Shore Subdivision, in the City of Hobart, as per plat thereof, recorded in Plat Book 21, Page 9, in the Office of the Recorder of Lake County, Indiana

together with all rights, privileges, interest, easements, hereditaments, appurtenances, fixtures, and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Real Estate, 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 Mortgage (all of which is hereinafter referred to as the "Mortgaged Property").

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. That this Mortgage also is given to secure the Mortgagor's payment of the indebtedness consisting of the principal sum of **One Hundred Eighty Thousand Dollars (\$180,000.00)** plus interest at the rate of Five Percent (5%) per annum (the "**Indebtedness**") according to the terms of an agreed judgment entered in the Lake County (Indiana) Circuit Court in Cause No. 45E01-1505-PL-0042 (the "**Agreed Judgment**"), which is attached hereto and incorporated herein as **Exhibit A**.
2. That payments pursuant to the Agreed Judgment shall be (a) paid in principal and interest installments in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per month (an "**Installment**"), (b) made payable to the order of Mortgagee, (c) commence on December 1, 2022,

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and (d) upon commencement, shall be due on the first day of each month until the Indebtedness is paid in full.

3. That if Mortgagor defaults by any of the following:
- a. failing to pay any Installment or property tax payment within ten (10) days of its due date;
 - b. the institution of proceedings or other exercise of rights and remedies by the holder of any mortgage, security interest, other lien, or encumbrance against the Mortgaged Property;
 - c. the insolvency or admission in writing of any Mortgagor as to any Mortgagor's inability to pay debts as they come due, or the assignment of any assets of Mortgagor for the benefit of creditors;
 - d. the institution of bankruptcy, receivership, insolvency, or other similar proceedings by or against any Mortgagor;
 - e. any material loss, theft, or damage to the Mortgaged Property that is not insured by insurance equal to or better than that required herein; or
 - f. any material breach of any of the terms of this Mortgage or of any other instrument now or hereafter evidencing or securing the Indebtedness;

then in any such event of default, or at any time thereafter, Mortgagee shall have the right, in its sole discretion, without prior demand or notice, to elect to accelerate the entire unpaid Indebtedness such that the entire unpaid Indebtedness shall be immediately due and payable by Mortgagor to Mortgagee (notwithstanding the terms of Section 1, Section 2, or Exhibit A), together with interest from the date of such default on the entire unpaid Indebtedness at the late charge interest rate of eight percent (8%), with such interest to be compounded daily. Mortgagee shall also have the right to foreclose this Mortgage and any other lien or other security interest securing payment of the Indebtedness. And Mortgagee shall have the right to exercise any and all other rights, at law or in equity, under this Mortgage or the Agreed Judgment, and it may institute such proceedings as may be necessary to protect its interest. Mortgagor promises to pay Mortgagee's attorneys' fees incurred in collection or enforcing payment or performance hereunder, whether through foreclosure or otherwise, and all other costs of collection, including, but not limited to, appraisal, court, or receivership costs. Furthermore, if Mortgagor defaults as described in Section 3.a., then, for each such default, Mortgagor shall owe Mortgagee a late payment fee in the amount of one hundred dollars (\$100.00).

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4. That the decision of the Mortgagee not to exercise its right of foreclosure upon any event of default shall not preclude the Mortgagee from doing so upon any subsequent default.
5. That this Mortgage further is given to secure any modification or amendment of the Agreed Judgment; and all debts or liabilities incurred by Mortgagee for the protection of this security or for the collection of the Agreed Judgment.
6. That in the event Mortgagee, in its sole discretion, extends the time of payment of the Indebtedness or any part thereof or reduces the payments thereon, no such extension or reduction shall operate to release, discharge, or modify in any manner Mortgagee's liability under the Agreed Judgment; and any extension of time for the payment of the Indebtedness, 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.
7. That, except to the extent that this Mortgage may be junior to a mortgage granted by Mortgagee to Franklin American Mortgage Company (or its successors or assigns) on or about November 24, 2015, which was recorded on or about December 10, 2015, and/or a lien recorded by the United States Department of Justice on or about November 29, 2018, this Mortgage is intended to create a first-position security interest in the Mortgaged Property.
8. To pay the principal and interest in accordance with the provisions of the Agreed Judgment and to pay all sums hereby secured including all costs of collection, including reasonable attorneys' fees, without relief from valuation and appraisal laws.
9. To pay when due all taxes, assessments, and charges of every nature and by whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income, or profits thereof, whether any or all of said taxes, assessments, or charges be levied directly or indirectly or as excise taxes or as income taxes.
10. Subject to Section 7, to keep at all times, and as further security for the Indebtedness, the buildings and improvements now standing or hereafter erected upon the Mortgaged Property and any and all apparatus, fixtures, and appurtenances now or hereafter attached to said Property or in said buildings or improvements, insured against loss or damage by an insurance policy that provides coverage for fire, windstorm, and extended coverage, including such other hazards as the Mortgagee may from time to time require, and including flood insurance (if required by any governmental agency, law, or regulation), all such insurance to be in forms, insurance companies, and amounts satisfactory to the Mortgagee in its reasonable discretion; that all insurance policies (a) shall be for the benefit of Mortgagee and shall carry a mortgage clause with loss first payable to the Mortgagee, (b) have Mortgagee named as an additional insured, (c) a true copy shall be delivered to Mortgagee, and (d) at least fifteen days before the expiration of each such policy, a new, sufficient, and satisfactory policy to take the place of the one so expiring shall be delivered

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to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on the Mortgaged Property may, at the option of the Mortgagee, be applied by the Mortgagee upon any Indebtedness or other obligation secured hereby and in such order as the Mortgagee may determine. Mortgagor hereby appoints the Mortgagee as irrevocable attorney-in-fact of the Mortgagor to assign each such policy in the event of the foreclosure of this Mortgage.

11. To use the Mortgaged Property for lawful residential use as Mortgagor's primary residence and to not use it, or allow it to be used, for any unlawful activity; to keep the Mortgaged Property and the improvements thereon in good repair; to neither commit nor allow waste on the Mortgaged Property; to obtain the written consent of the Mortgagee before demolishing, removing, or materially altering any building, structure, fixture, or improvement now or hereafter upon the Mortgaged Property or before allowing any such action to occur; not to commit nor permit any act by which the value of the Mortgaged Property may be impaired; and Mortgagee shall have the right to inspect the Mortgaged Property during regular business hours or upon twenty-four (24) hours' notice. Without limiting the foregoing, Mortgagor shall not violate any federal, state, or local environmental law or regulation.
12. That Mortgagor shall not sell the Mortgaged Property without Mortgagee's prior written consent.
13. To pay all amounts necessary to prevent from attaching to the Mortgaged Property any lien that could be prior to the lien of this Mortgage. Mortgagor shall not permit any mechanic's lien, materialman's lien, or similar lien to attach and remain on the Mortgaged Property or any part of the Mortgaged Property for more than ten (10) calendar days after receiving notice of such lien.
14. To pay to the Mortgagee all moneys received as compensation for the taking of title to, possession of, or any interest in, the Mortgaged Property or any part thereof by virtue of the power of eminent domain or in any other manner whatsoever, and all moneys received as damages for injury sustained by the Mortgaged Property or any part thereof, said moneys to be applied to the Indebtedness hereby secured.
15. That time is of the essence for this agreement.
16. That if Mortgagee institutes foreclosure proceedings, Mortgagee is expressly authorized to cause a continuation of the abstract of title and/or other recording of notice of the institution of such proceedings, at Mortgagor's expense, to show the condition of the title at the date of said continuation or other notice; and such expense, together with all other costs, expenses, and reasonable attorneys' fees incurred by Mortgagee in connection with such foreclosure proceedings, and any sums paid or advanced by Mortgagee to protect and preserve its security interest, shall become part of the Indebtedness secured by this Mortgage and collectable as such; and in case of

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foreclosure and purchase of the Mortgaged Property pursuant to said foreclosure by the Mortgagee, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

17. That, if any action or proceeding be commenced (excepting an action to foreclose this Mortgage or to collect the Indebtedness hereby secured), to which action or proceeding the Mortgagee is made a party by reason of this Mortgage or the Agreed Judgment, or as to which the Mortgagee deems it necessary to defend or uphold the lien of this Mortgage or the priority thereof or possession of the Mortgaged Property, then all sums paid by the Mortgagee, together with interest thereon from date of payment by the Mortgagee at a rate which is two percentage points greater than the rate of interest set forth in Section 1, shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created and of its priority.

18. That all terms of this Mortgage shall be binding on each and all successors in ownership of the Mortgaged Property, as well as upon the heirs, executors, or administrators of Mortgagor (including, for avoidance of doubt, each of them individually). Mortgagee reserves the right to assign its rights or obligations arising under this Mortgage and the Agreed Judgment without the prior written consent of the Mortgagor. Mortgagor shall not have the right to assign the obligations arising under the Agreed Judgment or this Mortgage without the prior written consent of the Mortgagee, which consent may be withheld in Mortgagee's sole discretion or granted upon such terms as Mortgagee may require.

19. Any notice due under this Mortgage shall be sent to the parties in writing at the following addresses, or such other addresses as they may from time to time designate in writing:

Mortgagor:

Kirk E. Stroh and Carol A. Anderson-Stroh
232 S. Virginia Street
Hobart, IN 46342

Mortgagee:

David J. Beach and Ryan A. Cook
Eichhorn & Eichhorn, LLP
c/o Djuric Trucking, Inc.
2929 Carlson Drive, Suite 100
Hammond, IN 46323

20. That the Mortgaged Property being located in the State of Indiana, this Mortgage and the rights and Indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Indiana.

MORTGAGOR:


CAROL A. ANDERSON-STROH


KIRK E. STROH


DATE


DATE

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STATE OF INDIANA)
) SS:
LAKE COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of November, 2022, personally appeared CAROL A. ANDERSON-STROH known to me to be the Mortgagor, and acknowledged the free and voluntary execution of the above and foregoing instrument.

Witness my hand and notarial seal.

[Signature]
Notary Public - Signature

Leighann Lowery
Printed Name

My County of Residence: Lake

My Commission Expires: June 4, 2027



STATE OF INDIANA)
) SS:
LAKE COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this 18th day of Nov., 2022, personally appeared KIRK E. STROH, known to me to be the Mortgagor, and acknowledged the free and voluntary execution of the above and foregoing instrument.

Witness my hand and notarial seal.

[Signature]
Notary Public - Signature

Leighann Lowery
Printed Name

My County of Residence: Lake

My Commission Expires: June 4, 2027



This instrument prepared by Ryan A. Cook, attorney at law, Eichhorn & Eichhorn, LLP, 2929 Carlson Drive, Suite 100, Hammond, Indiana 46323. 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.

/s/ Ryan A. Cook
Ryan A. Cook

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Exhibit A

STATE OF INDIANA)
)
COUNTY OF LAKE) CAUSE NO. 45C01-1505-PL-0042

DJURIC TRUCKING,)
)
Plaintiff,)
)
v.)
)
LUCY M. OWENS, CAROL A. ANDERSON,)
)
JOLENE BURBA, ANTHONY STRANC,)
)
KIRK STROH, CRAIG DEDSON, and)
)
JOHN DOES AND/OR DOE CORPORATION,)
)
Defendants.)

LUCY M. OWENS and CAROL ANDERSON)
STROH,)
Counter/Third-Party Plaintiffs,)
)
v.)
)
DJURIC TRUCKING,)
Counter-Defendant,)
and)
JIM Z. DJURIC,)
Third-Party Defendant.)

AGREED JUDGMENT

This Agreed Judgment is entered into by and between Plaintiff/Counter-Defendant Djuric Trucking and Third-Party Defendant Jim Z. Djuric, and Defendant Kirk Stroh and Defendant/Counter/Third-Party Plaintiff Carol Anderson-Stroh (hereinafter collectively referred to as "Defendants"), and they move the Court for entry of an order of agreed judgment as follows:

1. Plaintiff shall have a judgment against Defendants Kirk E. Stroh and Carol A. Anderson-Stroh, jointly and severally, in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), plus interest at the rate of Five Percent (5%) per annum.

2. Defendants acknowledge and agree that the judgment entered against them is on

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account of fraud, theft, and conversion, and that the judgment shall be non-dischargeable in any bankruptcy proceeding including, but not limited to, pursuant to 11 U.S.C. § 523(a)(2) or -(a)(4).

3. Defendants agree to grant a mortgage on their residential property to Djuric Trucking, Inc. and Jim Z. Djuric in the principal amount and with interest as set forth in Paragraph 1, which mortgage, as well as this Agreed Judgment and the order granting it, shall be recordable.

4. Defendants agree to make payments on this Agreed Judgment in principal and interest installments in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per month beginning on December 1, 2022 until the judgment is satisfied.


5. The parties agree that this Agreed Judgment modifies the order of restitution in *USA v. Stroh*, Cause No. 2:17-cr-65 JVB-APR, as more fully described in the parties' separate Memorandum of Agreement entered into during mediation on November 2, 2022. The monthly payment set forth in Section 4 above is understood to include the Two Hundred Fifty Dollar (\$250.00) monthly payment Mr. Stroh has been ordered to pay in the judgment and orders entered against him in *USA v. Stroh*, Cause No. 2:17-cr-JVB-APR.

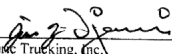
6. Except as provided in this Agreed Judgment, Plaintiff Djuric Trucking and Jim Z. Djuric release all other claims they may have against Defendants Kirk E. Stroh and Carol A. Anderson-Stroh arising out of or related to the occurrences set forth in Plaintiff's Verified Complaint filed on or about May 7, 2015.

7. Defendants Kirk E. Stroh and Carol A. Anderson-Stroh release all claims they may have against Plaintiff Djuric Trucking and Third-Party Defendant Jim Z. Djuric arising out of or related to the occurrences set forth in Plaintiff's Verified Complaint or in Carol A. Anderson-Stroh's Counterclaim and Third-Party Claim filed on or about June 12, 2015.

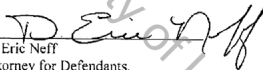
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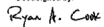
WHEREFORE, the parties manifest their agreement to this Agreed Judgment by their signatures below and request that the Court enter an order of agreed judgment accordingly.

/s/ 
Kirk E. Stroh
Defendant

/s/ 
Djuric Trucking, Inc.
Plaintiff

/s/ 
Carol A. Anderson-Stroh
Defendant

/s/ 
D. Eric Neff
Attorney for Defendants,
Kirk Stroh and Carol Anderson Stroh
1186 East Summit Street
Crown Point, IN 46307

DocuSigned by:

6CB871FAB2AD4E3

David J. Beach, #18531-45
Ryan A. Cook, #26798-49
Attorneys for the Plaintiff/Counter-
Defendant/Third-Party Defendant, Djuric
Trucking and Jim Z. Djuric
2929 Carlson Drive, Suite 100
Hammond, Indiana 46323

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CERTIFICATE OF SERVICE

I, Ryan A. Cook, certify that on the 29th day of November, 2022, I electronically filed the foregoing document using the Indiana E-Filing System (IEFS). I also certify that on that same date the foregoing document was served upon the following person(s) via IEFS:

D. Eric Neff
Attorney at Law
1186 E. Summit Street
Crown Point, IN 46307
dericneff@sbcglobal.net

and to the following person(s):

Jolene (Burba) Dodson
300 N. Virginia Street
Hobart, IN 46342

Craig Dodson
417 North Colfax
Griffith, IN 46319

Lucy M. Owens
127 S. California St.
Hobart, IN 46342

by depositing a copy in the United States mail, first-class, bearing prepaid postage, in a properly addressed envelope.

/s/ Ryan A. Cook

Ryan A. Cook