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TOTAL FEES: 55.00
BY: JAS
PG #: 8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

PREPARED BY:

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Community Title Company
File No. 2225546

REAL ESTATE MORTGAGE

This Real Estate Mortgage ("**Mortgage**") is made and delivered by WIRTZ PROPERTY, LLC, an Indiana limited liability company ("**Borrower**" or "**Mortgagor**") herein, and LAWRENCE J. WIRTZ ("**Lender**" herein).

WITNESSETH

THAT WHEREAS, Borrower is the owner of the land located in Lake County, Indiana and commonly identified under Tax Parcel Identification Nos. 45-12-30-100-002.000-030 (consisting of approximately 0.72 acre) and 45-12-19-351-001.000-030 (consisting of approximately 39.59 acres), all of which shall be more particularly and legally described on Exhibit A (collectively, the "**Real Estate**").

Whereas, Borrower has executed a Promissory Note (herein the "**Mortgage Note**" or "**Note**") payable to Lender bearing the same date herewith, together with other instruments evidencing Borrower's Indebtedness, in the maximum principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) or such lesser sum as is then outstanding together with interest on the principal balance remaining unpaid from time to time from the date of the first disbursement until maturity, whether by demand, acceleration or otherwise according to the terms of the Note, ("**Maturity Date**"). Borrower will pay interest on the unpaid balance of the Loan at the Interest Rate in accordance with the terms of the Note; and

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Whereas, the Note shall be payable according to its terms; and

Whereas, Lender has required Borrower mortgage its interests in the Real Estate to Lender to secure the Note.

NOW, THEREFORE, in consideration of the foregoing recitations and the following covenants and conditions, and to secure the payment of the indebtedness evidenced by the Note and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does by these presents GRANT, CONVEY, WARRANT and MORTGAGE unto Lender, its successors and assigns, the Real Estate together with:

A. All and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof; and

B. All building and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Real Estate; and

C. Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Real Estate, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment.

The real estate and all of the foregoing are collectively referred to herein as the "Real Estate."

TO HAVE AND TO HOLD the above granted and described Real Estate, with all and singular the rights and appurtenances thereto appertaining unto the Lender, its successors and assigns, provided that if the Borrower shall pay to the Lender, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner

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mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall and comply with each and every covenant and condition set forth herein or in the Note, then the Lender, and/or its successor or assigns shall, upon request, prepare, execute and deliver a release of the lien created hereunder.

The Borrower further covenants with the Lender that:

1. It will keep, perform and observe every covenant, term and condition of this Mortgage and the Note.

2. No building or other property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Lender.

3. Borrower will maintain the Real Estate in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the Real Estate, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the Real Estate.

4. Every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Borrower or Lender by postage prepaid first-class mail, delivered by personal delivery or delivered by document delivery services.

5. At all times, Borrower shall comply with the following requirements, provisions, obligations, and duties:

5.1. Borrower shall keep all buildings and improvements on the Real Estate insured against loss, damage and liability under policies of insurance covering fire and extended coverage, vandalism, malicious mischief, rental or business interruption, if applicable, liability and property damage, and flood insurance, if the Real Estate is in a flood hazard area, for the full insurable value of the Real Estate but in no case less than the amount of the Mortgage or in such other amounts as reasonably required by the Lender.

5.2. No less than thirty (30) days prior to the expiration dates of each policy required of the Borrower pursuant to this Paragraph 5, the Borrower will deliver to the

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Lender certified copies of the renewal policy or policies marked "**premium paid**" or accompanied by other evidence of payment satisfactory to the Lender;

5.3. In the event of a foreclosure of this Mortgage, Lender shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance delivered pursuant to the provisions of this Mortgage all such rights being hereby assigned to Lender by Borrower as additional security hereunder;

5.4. If the Real Estate, or any part thereof, be destroyed or damaged by fire or by any other cause, Borrower will promptly restore, rebuild, repair and replace the same so that the value of the Real Estate shall be at least equal to the value thereof prior to such loss or destruction, and Borrower will promptly commence such restoration, rebuilding, repairing or replacement of the Real Estate and provide to Lender waivers of lien for work performed and material furnished.

5.5. Borrower's compliance with the insurance requirements of this Mortgage shall not relieve Borrower of any liability to Lender hereunder or under the Note and related loan documents.

6. Borrower will payor cause to be paid all real estate and other taxes, special assessments, association fees or assessments, water rates, sewer rents and other charges now or hereafter assessed or placed as a lien on or levied against the Real Estate or any part thereof.

7. Borrower will transfer and assign to the Lender, at any time and from time-to-time, in form satisfactory to the Lender, the Borrower's interest in all leases of the Real Estate or portions thereof, whether now in existence or hereafter entered into, and that the Borrower will not assign the whole or any part of leases of the Real Estate or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the Real Estate, without the prior written consent of the Lender and any assignments made in violation hereof shall be null and void.

8. In the event of any default by Borrower in the performance of any of the covenants or conditions herein, the Lender may, at the option of the Lender, perform the same and the cost thereof or any other costs, expenses or fees paid or incurred by Lender as a result of a default of Borrower with interest at the Default Rate from date of disbursement shall immediately be due from the Borrower to the Lender and secured by this Mortgage.

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9. If any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Lender for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Borrower, together with the interest thereon at the Default Rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Lender incurs any attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Borrower agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Lender, together with interest thereon at the Default Rate and which sums shall be deemed also secured by the lien of this Mortgage.

10. Lender and any persons authorized by the Lender shall have the right to enter and inspect the Real Estate at all reasonable times upon reasonable notice and, if Borrower is a land trust, to inspect and receive copies of said land trust file at any time.

11. If one or more of the following Events of Default occur:

11.1.1. Default, and continuance thereof for ten (10) days in payment of any principal of, or any interest on, any Note or any other indebtedness due Lender from Borrower;

11.1.2. Any indebtedness of Borrower becomes or is declared to be due and payable prior to its expressed maturity by reason of any default by Borrower in the performance or observance of any obligation or condition; or

11.1.3. Borrower becomes insolvent or admit in writing Borrower's inability to pay debts as they mature.

12. In addition to all other provisions contained herein, Borrower acknowledges that the proceeds of the Note are intended, in part, to finance Borrower's purchase, acquisition, ownership, and construction of improvements on the Real Estate and further covenants and agrees that:

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12.1.1. Upon the occurrence of an Event of Default, the holder of the Note may (but need not):

12.1.1.1. Declare the entire principal indebtedness and interest secured hereby to be due and payable;

12.1.1.2. Complete any construction of any improvements upon the Real Estate and enter into the necessary contracts therefor. All monies so expended shall be so much additional indebtedness secured by this Mortgage, and any monies expended in excess of the Note, shall be payable on demand with interest at the Default Rate and shall be deemed a pro tanto amendment to the principal sums due pursuant to said Note and Mortgage.

The holder of said Note may exercise either or both of the aforesaid remedies in addition to any and all other remedies afforded herein.

13. The rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Lender shall be construed as an election to proceed under anyone provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

14. Upon payment in full of all sums due Lender under this Mortgage and the Note secured thereby and upon written request of Borrower, the Lender shall cause a release of this Mortgage to be prepared and issued to Borrower.

15. In the event any provisions of this Mortgage are ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

16. This Mortgage has been made and delivered and shall be construed in accordance with the laws of the State of Indiana.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be signed and attested by its duly authorized Managers as of the 12th day of May, 2023.

BORROWER:

WIRTZ PROPERTY, LLC

By: [Signature]
T. Clifford Fleming, its Member

STATE OF INDIANA)
) SS
COUNTY OF PORTER)

The undersigned, a notary public in and for said County and State, does hereby certify that T. Clifford Fleming, personally known to me to be authorized Member of WIRTZ PROPERTY, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signer, he signed and delivered the said instrument, pursuant to proper authority, as his free and voluntary act and deed, and as the free and voluntary act and deed of WIRTZ PROPERTY, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 12th day of May, 2023.

[Signature]
_____, NOTARY/PUBLIC

My Commission Expires: 6/24/24
My County of Residence: Lake
Commission No. 0686227



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. George W. Carberry *AT*

This document prepared by: George W. Carberry, Burke Costanza & Carberry LLP
156 Washington Street, Valparaiso, IN 46383
219-769-1313

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EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE IN TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M. IN ROSS TOWNSHIP, TO-WIT:

ONE (1) ACRE OF LAND OFF THE NORTH SIDE OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION THIRTY (30); AND

ALL OF MY INTEREST IN AND TO THE WEST HALF (W $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION NINETEEN (19), EXCEPTING THE NORTH 25.43 ACRES, THEREOF.

ALSO

EXCEPTING THAT PART LYING WITHIN THE FORMER CHICAGO AND ERIE RAILROAD.