

# NOT AN OFFICIAL DOCUMENT

2023-522990  
07/19/2023 12:16 PM  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 12  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

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## REAL ESTATE MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Section 14. Certain rules regarding the usage of words used in this document are also provided in Section 12.

- (A) **"Mortgagors"** means **William R. Walker, Jr. and Stephanie A. Walker, husband and wife**

Mortgagors' current address is: 1661 S. Feather Rock Dr.  
Crown Point, IN 46307

- (B) **"Mortgagees"** means **William R. Walker and Pam A. Walker**

Mortgagees' current address is: 1 Court Blvd.  
Michigan City, IN 46360

- (C) **"Note"** means the Balloon Promissory Note signed by Mortgagors and dated July 18, 2023. The Note states Mortgagors owe Mortgagees the principal sum of six hundred and twenty thousand dollars and no cents (\$620,000.00), plus interest as described in the Note.

**The Note is a promissory note with a balloon payment provision, which provides for periodic payments of interest, with a final payment of all interest due and payable and all outstanding principal due and payable on September 1, 2026. THE LOAN IS PAYABLE IN FULL AT MATURITY.**

- (D) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

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Community Title Company

File No. 2326219

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- (E) **"Loan"** means the debt evidenced by the Note, plus interest, any late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (F) **"Applicable Law"** means all controlling applicable federal, State of Indiana, and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (G) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (H) **"Successor in Interest of Mortgagors"** means any party that has taken title to any part of the Property, whether or not that party has assumed Mortgagors' obligations under the Note and/or Mortgagors' obligations under this Security Instrument.
- (I) **"Security Instrument"** means this Real Estate Mortgage.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Real Estate Mortgage secures to Mortgagees: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Mortgagors' covenants and agreements under the Note and Mortgagors' covenants and agreements under this Real Estate Mortgage. For this purpose, Mortgagors do hereby grant, bargain, convey, mortgage and warrant to Mortgagees and Mortgagees' successors and assigns the following described real estate located in the County of Lake, in the State of Indiana:

Lot 58 in Feather Rock Phase 1, as per plat thereof, recorded in Plat Book 96, page 36, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 1661 S. Feather Rock Dr.  
Crown Point, IN 46307

Tax Parcel Number: 45-16-19-226-009.000-042

together with all the improvements now or hereafter erected on said real estate, and all easements, appurtenances, and fixtures now or hereafter a part of said real estate. All replacements and additions shall also be covered by this Real Estate Mortgage. All of the foregoing is referred to in this Real Estate Mortgage as the "Property."

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MORTGAGORS COVENANT that Mortgagors are lawfully seized of the estate hereby conveyed and have the right to grant, bargain, convey, mortgage and warrant the Property and that the Property is unencumbered. Mortgagors warrant and will defend generally the title to the Property against all claims and demands.

Mortgagors and Mortgagees covenant and agree as follows:

## 1. Payment of Principal, Interest, and Late Charges.

a. Mortgagors shall pay when due the principal of, and interest on, the debt evidenced by the Note, and any late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency by means of cash, money order, cashier's check, personal check, or Electronic Funds Transfer. However, if any check or other instrument received by Mortgagees as payment under the Note or this Security Instrument is returned to Mortgagees unpaid, Mortgagees may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Mortgagees: (a) cash; (b) money order; or (c) cashier's check, provided any check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

b. Payments are deemed received by Mortgagees when received at the location designated in the Note or at such other location as may be designated by Mortgagees in accordance with the notice provisions in Section 11. Mortgagees may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Mortgagees may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to Mortgagees' rights to refuse such payment or partial payments in the future; however, if accepted, Mortgagees are obligated to apply such payments at the time such payments are accepted. No offset or claim which Mortgagors might have now or in the future against Mortgagees shall relieve Mortgagors from making payments due under the Note and this Security Instrument or Mortgagors from performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted and applied by Mortgagees shall be applied in the order of priority as stated in the Note.

## 3. Charges; Liens.

a. Mortgagors shall pay when due all real estate taxes, fees, assessments, and any other charges, fees, and impositions attributable to the Property which can attain priority over this Real Estate Mortgage, community association and homeowners association fees and assessments, if any.

b. Mortgagors shall keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien.

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c. Mortgagors shall promptly discharge any lien which has priority over this Real Estate Mortgage unless Mortgagors: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagees, but only so long as Mortgagors are performing such agreement; (b) contest the lien in good faith by, or defend against enforcement of the lien in, legal proceedings which in Mortgagees' opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secure from the holder of the lien an agreement satisfactory to Mortgagees subordinating the lien to this Real Estate Mortgage.

d. If Mortgagees determine that any part of the Property is subject to a lien which can attain priority over this Real Estate Mortgage, Mortgagees may give Mortgagors a notice identifying the lien. Within 10 days of the date on which that notice is given, Mortgagors shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

#### **4. Property Insurance.**

a. Mortgagors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, floods, for an amount that Mortgagees require, but in no event in an amount less than the principal balance of the Note. This insurance shall be maintained in such amount (including deductible levels) and for the periods that the Note is in effect. The insurance carrier providing the insurance shall be chosen by Mortgagors subject to Mortgagees' rights to disapprove Mortgagors' choice, which right shall not be exercised unreasonably.

b. If Mortgagors fail to maintain any of the coverages described above, Mortgagees may obtain insurance coverage, at Mortgagees' option and Mortgagors' expense. Mortgagees are under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagees, but might or might not protect Mortgagors, Mortgagors' equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Mortgagors acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Mortgagors could have obtained. Any amounts disbursed by Mortgagees under this Section 4 shall become additional debt of Mortgagors secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Mortgagees to Mortgagors requesting payment.

c. All insurance policies required by Mortgagees and renewals of such policies shall include a standard mortgage clause, and shall name Mortgagees as mortgagees and/or as an additional loss payees. Mortgagees shall have the right to renew policies or change insurance carriers if Mortgagors fail to do so.

d. In the event of loss, Mortgagors shall give prompt notice to the insurance carrier and Mortgagees. Mortgagees may make proof of loss if not made promptly by

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Mortgagors. Unless Mortgagees and Mortgagors otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagees, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagees' security is not lessened. If the restoration or repair is not economically feasible or Mortgagees' security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Mortgagors. Such insurance proceeds shall be applied in the order provided for in Section 2.

e. If Mortgagors abandon the Property, Mortgagees may file, negotiate and settle any available insurance claim and related matters. If Mortgagors do not respond within 30 days to a notice from Mortgagees that the insurance carrier has offered to settle a claim, then Mortgagees may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Mortgagees acquire the Property under Section 17 or otherwise, Mortgagors hereby assigns to Mortgagees (a) Mortgagors' rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Mortgagors' rights (other than the right to any refund of unearned premiums paid by Mortgagors) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Mortgagees may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

## **5. No Escrow for Taxes, Fees and Assessments**

Mortgagors shall be directly responsible for payment of any and all real estate taxes, fees, assessments, and any other charges, fees, and impositions attributable to the Property. No escrow of funds will be established with Mortgagees.

## **6. Preservation, Maintenance and Protection of the Property; Inspections.**

a. Mortgagors shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagors are in possession of the Property, Mortgagors shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Mortgagors shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagors shall be responsible for repairing or restoring the Property only if economically feasible.

b. Mortgagees or Mortgagees' agents may make reasonable entries upon and inspections of the Property. If Mortgagees have reasonable cause, Mortgagees may inspect the interior of the improvements on the Property. Mortgagees shall give Mortgagors notice at the time of or prior to such an interior inspection specifying such reasonable cause.

## **7. Protection of Mortgagees' Interest in the Property and Rights Under this Real Estate Mortgage.**

a. If (a) Mortgagors fail to perform the covenants and agreements contained in this Real Estate Mortgage, (b) there is a legal proceeding that might significantly affect Mortgagees' interest in the Property and/or rights under this Real Estate Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Real Estate Mortgage or to enforce laws or regulations), or (c) Mortgagors have abandoned the Property, then Mortgagees may do and pay for whatever is reasonable or appropriate to protect Mortgagees' interest in the Property and rights under this Real Estate Mortgage, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Mortgagees' actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Real Estate Mortgage; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Real Estate Mortgage, including Mortgagees' secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Mortgagees may take action under this Section 7, Mortgagees do not have to do so and are not under any duty or obligation to do so. It is agreed that Mortgagees incur no liability for not taking any or all actions authorized under this Section 7.

b. Any amounts disbursed by Mortgagees under this Section 7 shall become additional debt of Mortgagors secured by this Real Estate Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Mortgagees to Mortgagors requesting payment.

## **8. Mortgagors Not Released; Forbearance By Mortgagees Not a Waiver.**

Extension of the time for payment or modification of amortization of the sums secured by this Real Estate Mortgage granted by Mortgagees to Mortgagors or any Successor in Interest of Mortgagors shall not operate to release the liability of Mortgagors or any Successors in Interest of Mortgagors. Mortgagees shall not be required to commence proceedings against any Successor in Interest of Mortgagors or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Real Estate Mortgage by reason of any demand made by the original Mortgagors or any Successors in Interest of Mortgagors. Any forbearance by Mortgagees in exercising any right or remedy including, without limitation, Mortgagees' acceptance of payments from third persons, entities or Successors in Interest of Mortgagors or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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## 9. Joint and Several Liability; Successors and Assigns Bound.

a. Mortgagors' obligations and liabilities under this Real Estate Mortgage are joint and several.

b. Subject to the provisions of Section 14, any Successor in Interest of Mortgagors who assume Mortgagors' obligations under this Real Estate Mortgage in writing, and is approved by Mortgagees, shall obtain all of Mortgagors' rights and benefits under this Real Estate Mortgage. Mortgagors shall not be released from Mortgagors' obligations and liability under this Real Estate Mortgage unless Mortgagees agree to such release in writing. The covenants and agreements of this Real Estate Mortgage shall bind and benefit the successors and assigns of Mortgagores.

10. **Loan Charges.** Mortgagees may charge Mortgagors' fees for services performed in connection with Mortgagors' default, for the purpose of protecting Mortgagees' interest in the Property and rights under this Real Estate Mortgage, including, but not limited to, attorneys' fees, property inspection fees and valuation fees.

11. **Notices.** All notices given by Mortgagors or Mortgagees in connection with this Real Estate Mortgage must be in writing. Notice of Default to Mortgagors, as Default is defined in the Note, shall be delivered by certified U.S. Mail, return receipt requested, to the address of Mortgagors designated under the Note. Any other notice to Mortgagors in connection with this Real Estate Mortgage shall be deemed to have been given to Mortgagors when mailed by first class mail or when actually delivered to Mortgagors' notice address if sent by other means. The notice address shall be the address Mortgagors have designated under the Note or a substitute address provided in writing by Mortgagors to Mortgagees. Mortgagors shall promptly notify Mortgagees of Mortgagors' change of address. There may be only one designated notice address under this Real Estate Mortgage at any one time. Any notice to Mortgagees shall be given by delivering it or by mailing it by first class mail to Mortgagees' address designated under the Note unless Mortgagees has designated another address in writing to Mortgagors. Any notice in connection with this Real Estate Mortgage shall be deemed to have been given to Mortgagees when mailed by certified U.S. Mail, return receipt requested, or by first class mail, or when actually delivered to Mortgagees' notice address if sent by other means. If any notice required by this Real Estate Mortgage is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Real Estate Mortgage.

## 12. Governing Law; Rules of Construction; Severability.

a. This Real Estate Mortgage shall be governed by Applicable Law. All rights and obligations contained in this Real Estate Mortgage are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Real Estate Mortgage conflicts with Applicable Law, such conflict shall not affect other provisions of this Real Estate Mortgage which can be given

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effect without the conflicting provision. No determination by any court, governmental body or otherwise that any provision of this Real Estate Mortgage or the Note, or any amendment or addendum thereof, is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with Applicable Law.

**b.** As used in this Real Estate Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action. The headings to articles, sections, sub-sections, paragraphs, and other clauses to this Real Estate Mortgage are for convenience only and in no way are to be interpreted as limiting any provision to this Real Estate Mortgage.

**13. Mortgagors' Copies.** Mortgagors shall be given one copy of the Note and of this Real Estate Mortgage.

#### **14. Transfer of the Property.**

**a.** As used in this Section 14, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagors at a future date to a purchaser.

**b.** If all or any part of the Property or any Interest in the Property is sold or transferred without Mortgagees' prior written consent, Mortgagees may require immediate payment in full of all sums secured by this Real Estate Mortgage. However, this option shall not be exercised by Mortgagees if such exercise is prohibited by Applicable Law. If Mortgagees exercise this option, Mortgagees shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Mortgagors must pay all sums secured by this Real Estate Mortgage. If Mortgagors fail to pay these sums prior to the expiration of this period, Mortgagees may invoke any remedies permitted by this Real Estate Mortgage without further notice or demand on Mortgagors.

**15. Mortgagors' Rights to Reinstate After Acceleration.** If Mortgagors meet certain conditions, Mortgagors shall have the right to have enforcement of this Real Estate Mortgage discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 17 of this Real Estate Mortgage, (b) such other period as Applicable Law might specify for the termination of Mortgagors' right to reinstate; or (c) entry of a judgment enforcing this Real Estate Mortgage. Those conditions are that Mortgagors: (a) pay Mortgagees all sums which then would be due under this Real Estate Mortgage and the Note as if no acceleration had occurred; (b) cure any default of any



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other covenants or agreements; (c) pay all expenses incurred in enforcing this Real Estate Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Mortgagees' interest in the Property and rights under this Real Estate Mortgage; and (d) take such action as Mortgagees may reasonably require to assure that Mortgagees' interest in the Property and rights under this Real Estate Mortgage, and Mortgagors' obligation to pay the sums secured by this Real Estate Mortgage, shall continue unchanged. Mortgagees may require that Mortgagors pay such reinstatement sums and expenses in one or more of the following forms, as selected by Mortgagees: (a) cash; (b) money order; (c) cashier's check of personal check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Mortgagors, this Real Estate Mortgage and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

**16. Sale of Note; Notice of Grievance.** Mortgagees may sell or assign the Note or a partial interest in the Note, together with this Real Estate Mortgage. In such an event, Mortgagees shall provide notice to Mortgagors of such sale or assignment. Neither Mortgagors nor Mortgagees may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Real Estate Mortgage or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Real Estate Mortgage, until such Mortgagors or Mortgagees have notified the other party (with such notice given in compliance with the requirements of Section 11) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, then that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Mortgagors pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 16.

**17. Acceleration; Remedies.** Mortgagees shall give notice to Mortgagors prior to acceleration following Mortgagors' breach of any covenant or agreement in this Real Estate Mortgage or the Note. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagors, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Real Estate Mortgage, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Mortgagees at Mortgagees' option may require immediate payment in full of all sums secured by this Real Estate Mortgage without further demand and may foreclose this Real Estate Mortgage by judicial proceeding. Mortgagees shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 17, including, but not limited to, reasonable attorneys' fees, court costs, and costs of title evidence.

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**18. Release.** Upon payment of all sums secured by this Real Estate Mortgage, Mortgagees shall release this Real Estate Mortgage and cancel the Note. Mortgagees shall provide to Mortgagors the cancelled Note and shall provide to Mortgagors a properly executed, recordable release of this Real Estate Mortgage within a reasonable time. The costs of such release, including, but not limited to, the costs of recording of such release, shall be the responsibility of Mortgagors.

**19. Time and Days.** Time is of the essence. Unless otherwise stated in this Security Agreement, days specified in this Security Agreement are calendar days and shall expire at midnight of the time zone in which the Property is located on the date stated.

**20. Use of Property and Purpose of Loan.** The Property will be used by Mortgagors primarily for residential purposes. The Loan is for the purchase of the Property.

**21. Waiver of Valuation and Appraisal.** Mortgagors waive all rights of valuation and appraisal.

**22. Waiver of Trial by Jury.** MORTGAGORS AND MORTGAGEES, BY ACCEPTANCE HEREOF, EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS REAL ESTATE MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS REAL ESTATE MORTGAGE OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS REAL ESTATE MORTGAGE, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGORS AGREE THAT MORTGAGORS WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEES OR ANY OTHER PERSON INDEMNIFIED UNDER THIS REAL ESTATE MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

**23. Jurisdiction and Venue.** MORTGAGORS HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY MORTGAGORS AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS REAL ESTATE MORTGAGE SHALL BE LITIGATED IN THE CIRCUIT OR SUPERIOR COURT OF THE COUNTY OF THE STATE OF INDIANA IN WHICH THE PROPERTY IS LOCATED OR, IF MORTGAGEES INITIATE SUCH ACTION, ANY COURT IN WHICH MORTGAGEES SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. MORTGAGORS HEREBY EXPRESSLY SUBMIT AND CONSENT TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY MORTGAGEES IN ANY OF SUCH COURTS. MORTGAGORS WAIVE ANY CLAIM THAT SUCH COURT IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR MORTGAGORS SET FORTH IN THIS PARAGRAPH SHALL

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NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY MORTGAGEES, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY MORTGAGEES, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND MORTGAGORS HEREBY WAIVE THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

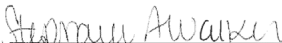
MORTGAGORS ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS REAL ESTATE MORTGAGE AND MORTGAGORS AGREE TO ITS TERMS.

IN WITNESS WHEREOF, William R. Walker, Jr. and Stephanie A. Walker,

husband and wife, have executed this Real Estate Mortgage on this 18 day of July, 2023.



William R. Walker, Jr.



Stephanie A. Walker

