

NOT AN OFFICIAL DOCUMENT

2023-523265
07/21/2023 09:52 AM
TOTAL FEES: 55.00
BY: JAS
PG #: 2
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

INDEMNIFYING MORTGAGE

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of **July 18, 2023**, by **Diamond Peak Homes LLC** with an address of **1313 White Hawk Dr.**, in **Crown Point, Indiana 46307** ("Borrower"), for the benefit of **DEMOTTE STATE BANK**, an Indiana state bank, with an address of **1615 E Commercial Ave. PO Box 346, Lowell, In 46356** ("Lender"). Borrower hereby irrevocably grants, encumbers, conveys, assigns, transfers, mortgages and warrants to Lender, its successors and assigns, all of its estate, title and interest in and to the following, now existing or hereafter arising in the real property located in **St. John, Lake County, Indiana** and all buildings and improvements now existing or hereafter placed thereon, to wit:

LOT 480 IN PRESERVE WEST - UNIT 1, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 115 PAGE 69 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly Known As: **9834 Switch Grass Ln., St. John, In 46373**
State Parcel: **45-11-31-379-001.000-035**

This Mortgage is made pursuant to Indiana Code § 32-29-10-1 *et seq.* as a series mortgage to secure the payment of: (i) that certain Promissory Note dated **July 18, 2023** payable to the order of Lender in the original face amount of **Six Hundred Eight Thousand and 00/100 Dollars (\$608,000.000)** with a Maturity Date of not later than **April 18, 2024**, and all extensions, renewals, reamortizations, restatements, modifications and amendments thereof; (the "Note") which shall be the original security instrument as defined in Indiana Code § 32-29-10-3; (ii) all supplemental indentures, as defined in Indiana Code § 32-29-10-4; (iii) all future advances, obligations or advances made by Lender to Borrower in the aggregate up to **Six Hundred Eight Thousand and 00/100 Dollars (\$608,000.00)**, shall, in each instance, be secured by this Mortgage in accordance with Indiana Code § 32-29-1-10, pursuant to the provisions of this Mortgage; and (iv) all indebtedness or liability, of every kind, character and description of Borrower(s) to Lender created before or hereafter created, such as future loans, advances, overdrafts, and all indebtedness that may accrue to Lender by reason of the Borrower(s), becoming surety or endorser for any other person, whether said indebtedness was originally payable to Lender or has come to it by assignment or otherwise and shall be binding upon the Borrower(s), and remain in full force and effect until all said indebtedness is paid (collectively, the "Indebtedness"). This Mortgage shall secure the full amount of said Indebtedness without regard to the time when same was made. Borrower(s) expressly agree to pay all Indebtedness secured hereby, and the same shall be collectable without relief from valuation and appraisal laws and with attorney's fees, and in case it should become necessary to appoint a Receiver for any property that may be secured by this Mortgage, it shall not be necessary to serve notice upon the Borrower(s).

Pursuant to Indiana Code § 32-29-10-5, the lien of this Mortgage shall expire ten (10) years after the maturity date of the Note secured hereby, **April 18, 2034**, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

FIDELITY NATIONAL TITLE/FNW2300664

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This Indemnifying Mortgage has been executed by the undersigned effective as of the date and year first set forth above.



**Thomas Scott Crook, Member of
Diamond Peak Homes LLC**

STATE OF INDIANA

COUNTY OF)Lake

)SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Thomas Scott Crook, Member of Diamond Peak Homes LLC**, who executed the foregoing Indemnifying Mortgage and acknowledged the signing and execution of said instrument to be such person(s) voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on this **18th** day of **July, 2023**.

My Commission Expires: 3-8-31
My Commission No. 663160
County of Residence: Lake



Notary Public

Shannon Stiener
"OFFICIAL SEAL"
SHANNON M. STIENER
NOTARY PUBLIC-INDIANA
LAKE COUNTY - INDIANA
Commission No. NP0747374
My Commission Expires 03/08/2031

This instrument was prepared by: Morris T. Wiseman, EVP / Loan Admin / Ag Loan Officer

"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." Morris T. Wiseman