

GINA PIMENTEL
RECORDER

2023-032068

STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

10:43 AM 2023 Nov 29

INDEMNIFYING MORTGAGE

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of **November 8, 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, P O 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 34 IN MORNING CREST, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 112, PAGE 7, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly Known as: 8046 W 88th Ave, St. John, IN 46373
State Parcel: 45-11-27-277-010.000-035

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 **November 8, 2023** payable to the order of Lender in the original face amount of **five hundred two thousand seven hundred and 00/100 Dollars (\$502,700.00)** with a Maturity Date of not later than **May 7, 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 **five hundred two thousand seven hundred and 00/100 Dollars (\$502,700.00)**, 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, **May 7, 2034**, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

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RM

NOT AN OFFICIAL DOCUMENT

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

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

STATE OF INDIANA)
) SS:
COUNTY OF)

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 8th day of **November, 2023**.

My Commission Expires:
3/25/2028
Commission number: 020225439

Marcia A. Rice
Marcia A. Rice, Notary Public
Resident of Latta County

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

