

**Mortgage**

**THIS MORTGAGE** is made this 4th day of December, 2024, between the Mortgagor, **Indiana Land Trust Company, as Trustee of Trust No. 123194** ("Borrower"), and the Mortgagee, **Donna Miller** ("Lender"), whose mailing address is 889 Clearwater Cove, Lowell, Indiana 46356.

**WHEREAS**, Borrower is indebted to Lender in the principal sum of Seven Hundred Thousand Dollars (\$700,000.00), which indebtedness is evidenced by Borrower's Secured Promissory Note dated December 4, 2024 (the "Note"), providing for installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable in full on or before December 4, 2026.

**TO SECURE** to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and (c) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

See Exhibit 1, attached hereto and made a part hereof.

**TOGETHER** with all buildings and improvements, now or hereafter erected on the property, and all of the foregoing, together with said property are herein referred to as the "Property".

**BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

- PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note as provided in the Note.
- APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender in the following order of priority: (i) costs of collection (including attorney fees provided they are successfully recovered by Lender in an action against Borrower), if any, (ii) interest payable on the Note, and (iii) principal of the Note.
- CHARGES; LIENS.** Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Mortgage, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property.

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4. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times against loss by fire, hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its condition as of the date of Borrower's purchase of the Property, or such other lesser condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, (d) shall keep the Property, including improvements and fixtures thereon in repair and shall replace fixtures on the Property when necessary, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Lender.

6. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is reasonably necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTION.** Upon reasonable notice, Lender may make or cause to be made reasonable entries upon and inspections of the Property.

8. **CONDEMNATION.** Lender represents that Lender is not aware of any and does not anticipate a condemnation case involving the Property. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the property, or part thereof, or for conveyances in lieu of condemnation, shall be paid pro rata to Lender and Borrower.

9. **BORROWER AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said

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indebtedness, release from the lien of this Mortgage any part of the property, take or release other or additional security, reconvey any part of the property, consent to any map or plan of the property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sum secured by this Mortgage and to observe the covenants of Borrower contained herein, and shall not affect the lien or priority of lien hereof on the property.

10. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively, in any order whatsoever.

12. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. This Mortgage shall further be a joint and several obligation of Borrower and their successors and assigns.

13. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at 3200 W. 161<sup>st</sup> Avenue, Lowell, IN 46356 or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. **ACCELERATION; REMEDIES.** Upon Borrower's uncured breach of any covenant or agreement of Borrower in this Mortgage or a Default as defined in the Note, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. The prevailing party shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports.

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16. **RELEASE.** Notwithstanding anything to the contrary herein, upon payment of the first installment of principal and interest under the Note on December 4, 2025, Lender shall execute and record a partial release of this Mortgage as to the following parcels of the Property: Parcel Numbers 45-20-07-400-015.000-007; 45-20-07-400-016.000-007; 45-20-07-400-017.000-007; and 45-20-07-400-018.000-007, and as legally described as Parcel 4 on Exhibit 1. Upon payment of all sums secured by this Mortgage, Lender shall fully release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

17. **WAIVER OF VALUATION AND APPRAISEMENT LAWS.** Borrower hereby waives all right of valuation and appraisal.

**IN SIGNING BELOW**, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it, and Borrower acknowledges receipt of a conformed copy of this Mortgage.

Borrower:

Indiana Land Trust Company, as Trustee of Trust No. 123194

By: Wesley L. Bostick

Name: Wesley L. Bostick

Title: Trust Officer

Lender:

Donna R Miller

Donna Miller


This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability of personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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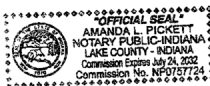
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, as of this 4th day of December, 2024, personally appeared Vicky L. Bestick, as Trust Officer of Indiana Land Trust Company, as Trustee of Trust No. 123194, and acknowledged the execution of the above and foregoing Mortgage to be such entity's voluntary act and deed.

Witness my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public Amanda L. Pickett

My Commission Expires: 07/24/2032  
County of Residence: Lake



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, as of this 4th day of December, 2024, personally appeared Donna Miller, and acknowledged the execution of the above and foregoing Mortgage to be her voluntary act and deed.

Witness my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11-13-29  
County of Residence: Lake



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.

/s/ Mark R. Anderson

This instrument prepared by:

Mark R. Anderson, #21524-53  
Anderson & Anderson, P.C.  
9211 Broadway  
Merrillville, IN 46410  
Phone: (219) 769-1892

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## Exhibit 1

### Legal Description

#### Parcel 3

The East 3/4 of the Northwest Quarter of the Southwest Quarter of Section 7, Township 33 North, Range 8 West of the 2nd Principal Meridian,

EXCEPTING THEREFROM: A part of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows: Beginning at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 at a found rebar with a S&H Identification Cap of said Section 8; thence South 00 degrees 39 minutes 16 seconds East along the East line of the Northwest 1/4 of the Southwest 1/4, a distance of 547.59 feet; thence North 65 degrees 05 minutes 21 seconds West, a distance of 278.66 feet; thence North 28 degrees 41 minutes 20 seconds West, a distance of 171.89 feet; thence North 29 degrees 30 minutes 25 seconds East, a distance of 118.33 feet; thence North 60 degrees 29 minutes 35 seconds West, a distance of 377.23 feet to a point on the North line of aforesaid Northwest Quarter, said point being 705.30 feet East of the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence South 89 degrees 06 minutes 08 seconds East along the East-West centerline of said Section 8, a distance of 599.09 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 8, said point also being the place of beginning.

Part of Parcel Numbers 45-20-08-300-001.000-007, 45-20-08-300-002.000-007 and 45-20-08-300-004.000-007

#### Parcel 4

The Southeast 1/4 of the Southeast 1/4 of Section 7, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.

Parcel Numbers 45-20-07-400-015.000-007; 45-20-07-400-016.000-007; 45-20-07-400-017.000-007; and 45-20-07-400-018.000-007

#### Parcel 5

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.

Part of Parcel Number 45-20-08-300-004.000-007