

# 664325 WARRANTY DEED

This indenture witnesseth that VIRGIL P. SLIVKA and MARLENE SLIVKA

of Lake County in the State of Indiana

Convey and warrant to LOWELL NATIONAL BANK

of Lake County in the State of Indiana

for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to wit: 6-51-13

A parcel of land lying in Lake County, State of Indiana and in the NE 1/4 of the SW 1/4 of Section 32, Township 34 north, Range 9 West of the 2nd P.M., and more particularly described as follows: Beginning at an iron pipe in the East line of the said SW 1/4 of Section 32, 168.5 feet North of the Southeast corner of the NE 1/4 of the SW 1/4 thereof, thence West parallel to the South line of the said NE 1/4 751.59 feet to an iron pipe, thence North 614.42 feet to an iron pipe in the North line of the 12 1/2 acre tract set off to Jacob Beckley in Partition Suit decree entered in Cause No. 3, Common Pleas Court, in Order Book "A", page 173; thence East along said North line 452.06 feet to an iron pipe; thence South 334.42 feet to an iron pipe; thence East 300.00 feet to an iron pipe in the said East line; thence South along the said East line 280 feet to the first said iron pipe and the place of beginning, in Lake County, Indiana.

**Additional Covenant:** The Lowell National Bank accepts and Virgil P. Slivka and Marlene Slivka convey the above described real estate with the express intention that merger of the fee and mortgages dated May 8, 1978 and November 18, 1980, and any other mortgages applicable shall and do not occur; that the mortgages continue in existence; and that the Lowell National Bank may foreclose the mortgages, and all indebtedness secured by said mortgages shall not be discharged or extinguished by this conveyance; that said mortgage(s) shall be kept alive so as to protect the Lowell National Bank against all incumbrances, charges, and estates, if any such there be, subsequent to said mortgage(s); that the Lowell National Bank agrees to waive any costs, charges, or deficiency arising out of and related to said mortgage(s) from any foreclosure that may occur, but this covenant is not a release or merger; nor shall Lowell National Bank execute or seek to satisfy from Virgil P. Slivka and Marlene Slivka any cost, charge or deficiency arising from any such foreclosure; nor shall Bank enforce or take any action to enforce any indebtedness arising out of or described in Cause No. 281-1642.

State of Indiana, Lake County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of April 19 82 personally appeared:

VIRGIL P. SLIVKA and  
MARLENE SLIVKA

Dated this 1st Day of April 1982  
*Virgil P. Slivka*  
VIRGIL P. SLIVKA  
*Marlene Slivka*  
MARLENE SLIVKA

DULY ENTERED FOR TAXATION

APR 2 1982

*John O. P... Auditor*  
AUDITOR LAKE COUNTY

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 10/21 1984

*Ann M. Manis*  
ANN M. MANIS Notary Public

Resident of Lake Co. ✓

This instrument prepared by Frederick J. Ball, 3737 45th Street, Highland, Indiana 46322 (219) 924-2900 Attorney at Law