

737578

FLB 4-136  
(Rev. 1/82)

THIS MORTGAGE, made this 14th day of December, 19 83, by and between

Lake County Trust Company, Trustee, under Trust Agreement dated December 17, 1974,  
known as Trust Number 2171 - - - - -

(hereinafter referred to as the Mortgagor), of P.O.Box 194, Crown Point, Indiana, and THE FEDERAL LAND BANK OF LOUISVILLE, a corporation duly incorporated, existing and operating under an act of Congress known as the Farm Credit Act of 1971 as amended, of 201 West Main Street, Louisville, Kentucky 40202, (hereinafter referred to as the Mortgagee).

This Mortgage is given to secure the payment of a note of even date herewith executed and delivered by the Mortgagor to the Mortgagee in the principal sum of EIGHTY-FIVE THOUSAND AND NO/100----- Dollars with interest at the rate stated in said note, said principal being payable on an amortization plan, the last installment being due on the 1st day of January, 2004, without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorney's fees.

CONVEYS

WITNESSETH: That the Mortgagor does by these presents MORTGAGE AND ~~WARRANT~~ unto the Mortgagee, the following described real estate, together with its rents, issues and profits, and together with all buildings and improvements thereon or hereafter erected thereon and all appurtenances belonging thereto, situate in Lake County, State of Indiana, to-wit:

PARCEL 1:

All that part of the East Half of the Northeast Quarter of Section 11, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the center line of the Macadamized Highway (running Southeasterly and Northwesterly through said Half Quarter) and EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of said East Half of the Northeast Quarter; thence running South a distance of 622.13 feet; thence East parallel with the North line of said section, a distance of 731 feet to the center line of the macadamized highway; thence Northwesterly along the center line of said macadamized highway, a distance of 773.83 feet to the North line of said Section; thence West on said Section line a distance of 257.5 feet, to the place of beginning, and also EXCEPTING THEREFROM the following described tract of land: Commencing at a point 622.13 feet South of the Northwest corner of the East Half of the Northeast Quarter of said Section 11, thence East parallel with the North line of said Section 725 feet to the center line of a public highway, thence Southeasterly along the center line of said highway 21.45 feet, thence Westerly and along a fence line 763. feet to a point 2.0 feet due South of the place of beginning, thence North 2.0 feet to the place of beginning, Lake County, Indiana.

PARCEL 2:

All that part of the West Half of the Northwest Quarter of Section 12, Township 34 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, lying South of the center line of the macadamized highway running Southeasterly and Northwesterly through said Half Quarter Section.

*W. S.*

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 14 11 17 AM '03  
WILLIAM DIETSKIR JR  
RECORDER

850

The Mortgagor covenants and agrees (1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property; (2) that the proceeds of the Note secured hereby are used solely for the purposes specified in the loan application; (3) to keep the property insured and provide evidence of such insurance to the satisfaction of the Mortgagee and to use any insurance proceeds in accordance with the policies and procedures of the Mortgagee or to apply such proceeds on the indebtedness hereby secured as the Mortgagee may elect; (4) to maintain the improvements in good repair, to refrain from the commission of waste, to cultivate the property in a good and husbandman like manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) not to assign, lease, sell, convey or impair any crop allotment and/or any acreage allotment now established or hereafter established on the property; (6) to pay all court costs, expenses of title examination, abstract fees, attorney's costs and fees incurred by the Mortgagee involving this Mortgage, the loan it secures and the enforcement thereof and any such costs, expenses or fees paid or payable by the Mortgagee shall become a part of the debt secured hereby; (7) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, attorney's fees or title evidence expense, or to maintain insurance as hereinbefore provided, the Mortgagee may do so, and all amounts so paid shall bear interest from date of payment at the rate set out for defaulted payments in the Note secured hereby; (8) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of the sale, lease or transfer of any interest in any portion of the property, any oil, gas, mining and mineral leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the property and any condemnation proceedings or other seizure of all or part thereof under the right of eminent domain or otherwise, and all monies received by Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest provided that nothing herein shall be construed as a waiver of the priority of the lien of this Mortgage over any such lease, rights or privileges granted subsequent to the date of this Mortgage; (9) that the Mortgagee may extend and defer the maturity of and reamortize the indebtedness, release any person from liability to repay said indebtedness and any such said extensions, deferments and reamortizations are to be secured hereby; (10) that, if any portion of the debt secured hereby was incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (11) if default shall be made in any of the payments provided for in this Note or in case of failure to perform any of the terms and conditions of the Mortgage securing the same, the undersigned further promise and agree to pay all reasonable fees paid or agreed to be paid by the holder of this Note to any attorney, not a salaried employee of said holder, employed to effect collection of this Note or to enforce the lien of said Mortgage; (12) that if the Mortgagor shall sell, transfer or lease the property, or if the ownership of any portion thereof shall be changed either by voluntary or involuntary transfer or by operation of law, if the Mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreement herein contained, or if a receiver or trustee for any part of the property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if, in defending any action commenced to foreclose or enforce a lien on any portion of the property, the Mortgagee elects to cross-claim and foreclose the lien of this Mortgage, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set out for defaulted payments in the Note secured hereby, and the Mortgagee shall have the right to enter upon and take possession of the property and to foreclose the lien of this Mortgage; (13) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee, appoint a receiver for the property; (14) that the omission of the Mortgagee to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default; (15) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties; (16) that wherever in this Mortgage either the Mortgagor or the Mortgagee is named or referred to, such naming or reference includes all of the class and the assigns, heirs, personal representatives, grantees, or successors of either, as the case may be; and that the pronoun as used herein in the third person singular, includes the person, number and gender appropriate to the first designation of the parties; (17) all references to the interest rate as referred to hereinabove shall be subject to the variable interest rate provisions of the Note or Notes secured hereby; (18) this Mortgage is subject to the provisions of the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto.

In the event that any provision or clause of this Mortgage conflicts with applicable law or is declared unenforceable by a court of competent jurisdiction or otherwise, then any such provision or clause shall be severable and shall not affect the remaining provisions of this Mortgage or the enforceability thereof.

THE CONDITION OF THIS MORTGAGE is such that if all payments provided for in the Note are made and each and all the covenants, conditions and agreements, either in the Note or in this Mortgage are complied with, then this mortgage shall be null and void, otherwise the same shall remain in full force, and effect.

3107 COMPTON RD  
FEDERAL LAND BANK ASSN

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand, the day and year first written above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lake County Trust Company, Trustee  
under Trust Agreement dated  
December 17, 1974, known as Trust  
Number 2171

SEE SIGNATURE PAGE ATTACHED

BY: \_\_\_\_\_

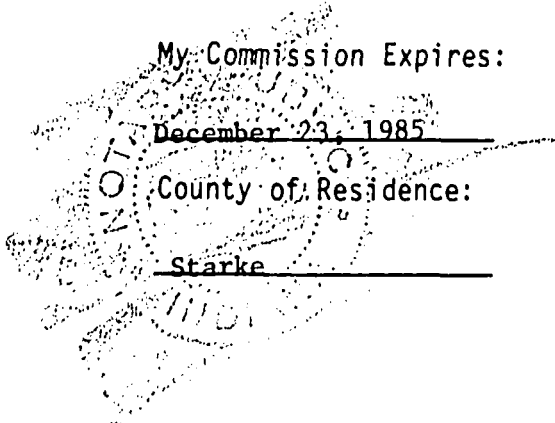
STATE OF INDIANA )  
COUNTY OF PORTER ) SS:

I, Neal A. Blair, a Notary Public, in and for said  
County and State aforesaid, do certify that on December 14, 1983,  
before me appeared \_\_\_\_\_,  
to me personally known and who by me duly sworn, did say that he is the  
\_\_\_\_\_, of Lake County Trust  
Company, an Indiana Corporation; that the said instrument was signed, sealed  
and acknowledged by him for and on behalf of said corporation as Trustee of  
Trust Number 2171, under authority of its Board of Directors; and said  
\_\_\_\_\_ acknowledged the execution of said instrument  
to be his free act and deed as such \_\_\_\_\_,  
and the free and corporate act and deed of Lake County Trust Company, Trustee  
under Trust Agreement dated December 17, 1974, known as Trust Number 2171.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at  
\_\_\_\_\_, Indiana, on the date last above  
written.

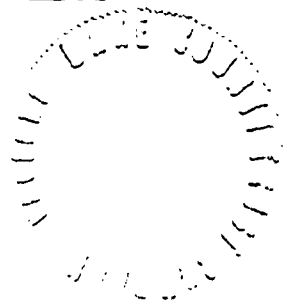
SEE SIGNATURE PAGE ATTACHED  
NOTARY PUBLIC Neal A. Blair

My Commission Expires:  
December 23, 1985  
County of Residence:  
Starke



THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possessed full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President & Trust Officer and attested by its Assistant-Secretary this 14th day of December, 1983.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 17th, 1974 and known as Trust No. 2171.

By: Donna L. Campbell  
 Donna L. Campbell, Vice-President and Trust Officer

ATTEST:

By: Ruth E. Carlson  
 Ruth E. Carlson, Assistant-Secretary

STATE OF INDIANA )  
 )SS:  
 COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna L. Campbell, as Vice-President and Trust Officer and Ruth E. Carlson, as Assistant-Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 14th day of December, 1983.

Michele M. Myers  
 Michele M. Myers - Notary Public  
 Resident of: Lake County.

My Commission Expires:  
July 11th, 1986.

