

M-49959 6-4854  
Production Credit  
Vaepo, Inc

**REAL ESTATE MORTGAGE**

792716

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

THIS MORTGAGE made this 15th day of January, 1985, by and between  
Lewis G. Childress and Anita Mae Childress, husband and wife

(hereafter jointly and severally referred to as "Mortgagor"), of Lake County, Indiana  
and LaPorte Production Credit Association  
whose principal office is at LaPorte, Indiana

, a corporation created under an act of Congress  
(hereafter referred to as "Mortgagee"), WITNESSETH that Mortgagor in consideration of ONE DOLLAR and other valuable  
consideration, the receipt and sufficiency of which being hereby acknowledged, does MORTGAGE and WARRANT unto the  
Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures  
and crops thereon or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals, including  
coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging,  
situated in West Creek Township, Lake  
County, State of Indiana (sometimes hereafter called the "Mortgaged Premises"):

The North half of the Southeast Quarter of the Southeast Quarter and the Southwest  
Quarter of the Southeast Quarter all in Section 17, Township 32 North, Range 9  
West of the Second Principal Meridian.

INITIAL: L.G.C. A.M.C.

STATE OF INDIANA  
LAKE COUNTY  
FEB 21 10 25 AM '85  
RUDOLPH BLAY  
RECORDER

CT  
85 pd

This Mortgage is made to secure the payment without relief from valuation and appraisement laws,

FIRST, of the indebtedness due from:

\$115,000.00 Note dated January 15, 1985 signed by Lewis G. Childress and Anita Mae Childress;

\$ 36,000.00 Note dated January 28, 1981 signed by Lewis G. Childress, Anita Childress, and Donald G. Childress;

(INDIANA)

This Mortgage is made to secure the payment without relief from valuation and appraisal laws,

FIRST, of the indebtedness due from \_\_\_\_\_

to the Mortgagee in the principal sum of One Hundred Fifty-one Thousand and no/100 --  
----- dollars

(\$ 151,000.00), which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the following described promissory note(s) executed by the aforementioned person(s) and bearing interest from the interest beginning date of said note(s) as therein specified:

| Principal Amount | Date of Note | When Due  | Principal Amount | Date of Note | When Due |
|------------------|--------------|-----------|------------------|--------------|----------|
| \$115,000.00     | 1/15/85      | 1/15/86   |                  |              |          |
| 36,000.00        | 1/28/81      | On Demand |                  |              |          |

Together with any renewals and extensions, partial or otherwise,;

SECOND, To secure the payment of all unpaid balances of any additional or other loan advances which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person, no matter how the same may be evidenced; and

THIRD, To secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person, at the request of the aforementioned person, Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and a reasonable attorney's fee. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of

Two Hundred Fifty Thousand and no/100 -----

----- Dollars (\$ 250,000.00) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. NO LIENS OR ASSESSMENTS. Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. INSURANCE. To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard Mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days' prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly, repair, rebuild or restore any part damaged or destroyed and to permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, the appointment of a receiver for the Mortgaged Premises upon seven days' notice in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

5. CONDEMNATION. In the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the Mortgage.

6. ADVANCEMENTS BY MORTGAGEE. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

EVENTS OF DEFAULT AND ACCELERATION. Time is of the essence of this agreement. The occurrence of any of the following shall constitute a default under this Mortgage.

- Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.
- Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.

Upon any default the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

**NONWAIVER; REMEDIES.** Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

**IN GENERAL.** The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only, and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to, and be binding upon, the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage as of the day and year first above written.

\_\_\_\_\_  
Lewis G. Childress  
*Lewis G. Childress*  
\_\_\_\_\_  
Anita Mae Childress  
*Anita Mae Childress*  
\_\_\_\_\_

(FOR INDIVIDUALS)

STATE OF INDIANA }  
COUNTY OF Porter } SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared Lewis G. Childress and Anita Mae Childress, who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and seal this 19th day of February, 1985.

My commission expires: 10/4/85 County of residence: Porter (Karen F. Cribben) Notary Public

(FOR INDIVIDUALS)

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ } SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_ County of residence: \_\_\_\_\_ ( \_\_\_\_\_ ) Notary Public

(FOR CORPORATIONS)

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me, the undersigned, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_, a corporation, and acknowledged the execution of the foregoing instrument for said corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_ County of residence: \_\_\_\_\_ ( \_\_\_\_\_ ) Notary Public

(FOR PARTNERSHIPS)

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ } SS:

Before me the undersigned, a Notary Public in and for said State and County, this day personally appeared \_\_\_\_\_, of \_\_\_\_\_ partnership, who acknowledged the execution of the foregoing Mortgage for and on behalf of such partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires: \_\_\_\_\_ County of residence: \_\_\_\_\_ ( \_\_\_\_\_ ) Notary Public

RECEIVED FOR RECORD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ O'clock \_\_\_\_\_ M and RECORDED \_\_\_\_\_ 19\_\_\_\_ in MORTGAGE BOOK \_\_\_\_\_ Page \_\_\_\_\_

County Recorder \_\_\_\_\_

The form of this mortgage was prepared for the Mortgagee by Donald D. Bussell, Attorney at Law, and completed by Karen F. Cribben, Association Employee