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93006215

MORTGAGE

THIS MORTGAGE, made this 16th day of June 1992, by and between

TRACT I:

--Josef Fischer, married adult, Atara Weissman, married adult, Ariel Fischer, married adult, Elia Fischer, unmarried adult, and David Fischer, unmarried adult--

TRACT II and III:

--Josef Fischer, married adult--

STATE OF INDIANA  
LAKE COUNTY  
FILED  
JAN 27 1992  
5 PM '92  
SARAH H. HARRIS  
RECORDER

Chicago Title Insurance Company

(hereinafter referred to as the Mortgagor), of Monsey, New York, and FARM CREDIT SERVICES OF MID-AMERICA, ACA, a corporation, existing and operating under an Act of Congress known as the Farm Credit Act of 1971, as amended, of 600 Kaufman-Straus Building; P.O. Box 34390, Louisville, Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of a note of even date herewith executed and delivered by the Mortgagor to the Mortgagee in the principal sum of Five Hundred Sixty-Three Thousand Five Hundred and 00/100 Dollars with interest at the rate stated in said note, said principal being payable on an amortization plan, the last payment being due on the 1st day of December, 2012; without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorney's fees.

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, situated in Lake and LaPorte County, State of Indiana, to wit:

TRACT #1

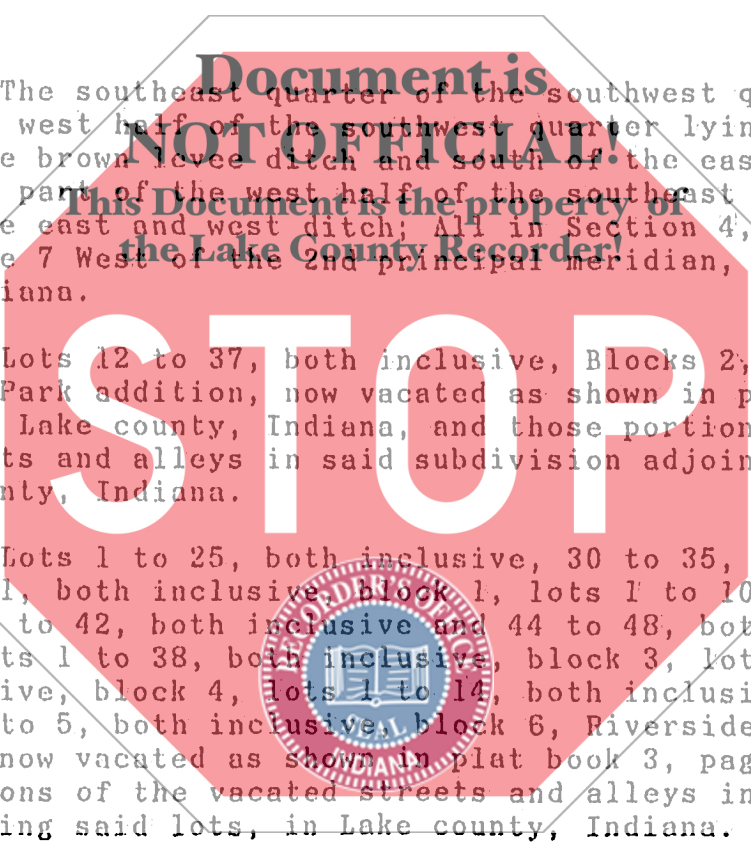
Parcel 1: The southeast quarter of the southwest quarter; that part of the west half of the southwest quarter lying southeasterly of the brown levee ditch and south of the east and west ditch; that part of the west half of the southeast quarter lying south of the east and west ditch; All in Section 4, Township 32 North, Range 7 West of the 2nd principal meridian, in Lake county, Indiana.

Parcel 2: Lots 12 to 37, both inclusive, Blocks 2, 3, 6 and 7, Washington Park addition, now vacated as shown in plat book 3, page 35, in Lake county, Indiana, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake county, Indiana.

Parcel 3: Lots 1 to 25, both inclusive, 30 to 35, both inclusive and 42 to 61, both inclusive, block 1, lots 1 to 10, both inclusive, 16 to 42, both inclusive and 44 to 48, both inclusive, block 2, lots 1 to 38, both inclusive, block 3, lots 1 to 26, both inclusive, block 4, lots 1 to 14, both inclusive, block 5, and lots 1 to 5, both inclusive, block 6, Riverside addition to Riverside, now vacated as shown in plat book 3, page 67, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake county, Indiana.

Parcel 4: Lots 11 to 15, both inclusive, block 2, Riverside addition to Riverside now vacated as shown in plat book 3, page 67, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake county, Indiana.

Parcel 5: That part of Lot 4, block 2, lying south of the center of the ditch, and lots 5 to 11, both inclusive, block 2, lots 38 to 44, both inclusive, block 2, and that part of lot 45, block 2, south of the ditch; that part of lot 4, block 3 lying south of the center of the ditch, and lots 5 to 11, both inclusive, block 3, lots 38 to 44, both inclusive, block 3 and that part of lot 45, block 3, south of ditch, lots 5 to 11, both inclusive, block 6, and lots 38 to 45, both inclusive, block 6, lots 4 to 11, both inclusive, block 7, and lots 38 to 45, both inclusive, block 7, all in Washington Park addition, now vacated as shown in plat book 3, page 35, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake county, Indiana.



2200  
G. Appel

To Have And To Hold to the proper use of the Mortgagee forever. And the Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this mortgage, he is well seized of the above-described premises, has a good and indefeasible estate in fee simple, and has good right to encumber them in manner and form as above written; that they are free and clear of all encumbrances, unrecorded conveyances and undisclosed interests whatsoever; and that he will warrant and defend said property, with the appurtenances thereunto belonging, to the Mortgagee, against all lawful claims and demands whatsoever.

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) that neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created conditions which may give rise to environmental liability; that no enforcement actions are pending or threatened and that any costs the Mortgagee incurs as a result of environmental liabilities shall become a part of the debt secured hereby; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Mortgagee access to the property for testing and monitoring and to forward any notices received from state and federal environmental agencies to Mortgagee; to permit Mortgagee and its agents to enter upon the property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the property with this covenant; any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person; that to the best of Mortgagor's knowledge, there are no underground tanks on the property, except as already disclosed, and that any such underground tanks currently or previously located on the property do not now, and never have leaked and there is no contaminated soil located on the property in connection with any of said underground tanks; and to indemnify and hold Mortgagee harmless against any and all claims and losses resulting from a breach of this covenant of the Mortgage; (6) not to assign, lease, sell, convey or impair any crop allotment and/or any acreage allotment now established or hereafter established on the property; (7) to pay all court costs, expenses of title examination, abstract fees, and when lawful, 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; (8) 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; (9) 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; (10) that the Mortgagee may renew or substitute the evidence of indebtedness and may extend and defer the maturity of and reamortize said indebtedness, release any person from liability to repay said indebtedness and any such extensions, deferments, renewals and reamortizations will be secured hereby; (11) 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; (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, or 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 upon the payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without any charge paid to the Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs prescribed by law and paid to public officials for the release of this Mortgage; (16) 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; (17) 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 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; (18) all references to the interest rate as referred to hereinabove shall be subject to the interest rate provisions of the Note or Notes secured hereby and any supplemental agreements; (19) this Mortgage is subject to the provisions of the Farm Credit Act of 1971, and all acts amendatory thereof or supplemental 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.



Parcel 6: All that part of the west half of Section 9, Township 32 North, Range 7 West of the 2nd principal meridian, lying south of the thread of the old bed of the Kankakee River as designated on the original plat of U.S. government survey, excepting therefrom that portion thereof lying south and east of the thread of the Marble-Powers ditch, in Lake county, Indiana.

Parcel 7: That part of the northeast quarter of Section 17, Township 32 North, Range 7 West of the 2nd principal meridian, lying south of the thread of the old bed of the Kankakee River, as designated on the original plat of U.S. government survey, excepting therefrom that part thereof lying south and east of the thread of the Marble-Powers ditch, in Lake county, Indiana.

Parcel 8: That part of the east half of Section 8, Township 32 North, Range 7 West of the 2nd principal meridian, lying southeasterly of the Brown Levee ditch, except that part lying south of the thread of the original Kankakee River, in Lake county, Indiana, and except therefrom the following: Commencing at the northeast corner of said Section 8; thence south 0 degrees east, 3066.0 feet along the east line of said Section 8, to the point of beginning; thence continuing south 0 degrees east along said east line, 250.0 feet; thence south 90 degrees west 350.0 feet; thence north 0 degrees west 250.0 feet; thence south 90 degrees east, 350.0 feet to the point of beginning, in Lake county, Indiana.

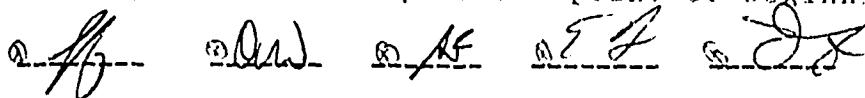
Parcel 9: That part of Section 9, Township 32 North, Range 7 West of the 2nd principal meridian, lying northwesterly of the Marble-Powers ditch except the east 12 acres of government lot 3; and except that part lying south of the thread of the original Kankakee River and except that part of the southeast quarter of the northwest quarter and the east half of the southwest quarter of the northwest quarter lying southwesterly of the abandoned right of way of the Chicago Wabash Valley Railway Company, in Lake county, Indiana, except therefrom the following: Commencing at the Northwest corner of said Section 9; thence south 0 degrees east along the west line of said Section 9, 2202.0 feet to the point of beginning; thence continuing south 0 degrees east along said west line 230.0 feet; thence south 90 degrees east, 380.0 feet; thence north 0 degrees west, 230.0 feet; thence north 90 degrees west, 380.0 feet to the point of beginning, in Lake county, Indiana.

Parcel 10: Part of the east 12 acres of government lot 3, in Section 9, Township 32 North, Range 7 West, lying north of the Marble-Powers ditch except that part lying south of the thread of the original Kankakee River, in Lake county, Indiana.

Excepting from parcels 8, 9 and 10 the following described tracts:

(A) A parcel of land in the east half of Section 8, Township 32 North, Range 7 West of the 2nd P. M., in Lake county, Indiana, described as follows: Commencing at the northeast corner of said Section 8; thence south 1 degree 25 minutes 41 seconds west along the east line of said east half, 802.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said east line 2264.0 feet; thence north 88 degrees 34 minutes 19 seconds west, 350.0 feet; thence south 1 degree 25 minutes 41 seconds west 250.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 350.0 feet to said east line; thence south 1 degree 25 minutes 41 seconds west along said east line, 91.95 feet; thence north 89 degrees 15 minutes 20 seconds west,

2640 feet more or less, to the west line of said east half; thence north along said west line, 800 feet, more or less, to the centerline of the Brown Levee ditch; thence northeasterly along the centerline of said Brown Levee ditch, 3750 feet, more or less, to the centerline of existing Randolph street bridge; thence southeasterly along the centerline of existing Randolph street, 490 feet, more or less, to the point of beginning.



(B) A parcel of land in Section 9, Township 32 North, Range 7 West of the 2nd P. M., in Lake county, Indiana, described as follows: Commencing at the northwest corner of said Section 9; thence south 1 degree 25 minutes 41 seconds west along the west line of said Section 9, 872.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said west line, 1330.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 380.0 feet; thence south 1 degree 25 minutes 41 seconds west, 230.0 feet; thence north 88 degrees 34 minutes 19 seconds west, 380.0 feet to said west line; thence south 1 degree 25 minutes 41 seconds west along said west line, 1747.7 feet; thence south 89 degrees 23 minutes 54 seconds east along the centerline of an existing ditch, 1443.06 feet; thence continuing along said centerline of the following metes and bounds: South 73 degrees 06 minutes 32 seconds east, 377.83 feet; thence north 87 degrees 03 minutes 04 seconds east, 292.73 feet; thence south 68 degrees 08 minutes 16 seconds east, 272.41 feet; thence south 53 degrees 39 minutes 08 seconds east, 390 feet, more or less, to the centerline of the Marble-Powers ditch; thence northeasterly along said centerline to the intersection with a line in the right-of-way of the Chicago Wabash Valley Railway Company; thence north 45 degrees 27 minutes 58 seconds west along said line, 410 feet, more or less, to an iron rod; thence north 53 degrees 23 minutes 02 seconds west, 437.82 feet to an iron rod; thence north 60 degrees 30 minutes 21 seconds west, 457.60 feet to an iron rod; thence continuing north 60 degrees 30 minutes 21 seconds west, 32 feet, more or less, to the south line of the northwest quarter of said section 9; thence west along said south line, 2054 feet, more or less, to the west line of the east half of the southwest quarter of the northwest quarter of said Section 9; thence north along said west line, 1330 feet, more or less, to the centerline of an existing ditch; thence north 46 degrees 05 minutes 07 seconds west along said centerline, 999 feet, more or less, to the point of beginning.

Parcel 11: A parcel of land in the east half of Section 8, Township 32 North, Range 7 West of the 2nd P. M., in Lake county, Indiana, described as follows: Commencing at the northeast corner of said Section 8; thence south 1 degree 25 minutes 41 seconds west along the east line of said east half, 802.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said east line 2264.0 feet; thence north 88 degrees 34 minutes 19 seconds west 350.0 feet; thence south 1 degree 25 minutes 41 seconds west 250.0 feet, thence south 88 degrees 34 minutes 19 seconds east, 350.0 feet to said east line; thence south 1 degree 25 minutes 41 seconds west along said east line, 91.95 feet; thence north 89 degrees 15 minutes 20 seconds west, 2640 feet, more or less, to the west line of said east half; thence north along said west line 800 feet, more or less, to the centerline of the Brown Levee ditch; thence northeasterly along the centerline of said Brown Levee ditch, 3750 feet, more or less, to the centerline of existing Randolph street bridge; thence southeasterly along the centerline of existing Randolph street, 490 feet, more or less, to the point of beginning.

Parcel 12: A parcel of land in Section 9, Township 32 North, Range 7 West of the 2nd P. M., in Lake county, Indiana, described as follows: Commencing at the northwest corner of said Section 9; thence south 1 degree 25 minutes 41 seconds west along the west line of said Section 9, 872.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said west line, 1330.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 380.0 feet; thence south 1 degree 25 minutes 41 seconds west 230.0 feet; thence north 88 degrees 34 minutes 19 seconds west 380.0 feet to said west line; thence south 1 degree 25 minutes 41 seconds west along said west line 1747.7 feet; thence south 89 degrees 23 minutes 54 seconds east along the centerline of an existing ditch, 1443.06 feet; thence continuing along said centerline of the following metes and bounds; south 73 degrees 06 minutes 32 seconds east, 377.83 feet; thence north 87 degrees 03 minutes 04 seconds east, 292.73 feet; thence south 68 degrees 08 minutes 16 seconds east 272.41 feet;

*[Handwritten signatures and initials]*



thence south 53 degrees 39 minutes 08 seconds east, 390 feet, more or less, to the centerline of the Marble-Powers ditch; thence northeasterly along said centerline to the intersection with a line in the right-of-way of the Chicago Wabash Valley Railway Company; thence north 45 degrees 27 minutes 58 seconds west along said line 410 feet, more or less to an iron rod; thence north 53 degrees 23 minutes 02 seconds west, 437.82 feet to an iron rod; thence north 60 degrees 30 minutes 21 seconds west, 457.60 feet to an iron rod; thence continuing north 60 degrees 30 minutes 21 seconds west, 32 feet, more or less, to the south line of the northwest quarter of said Section 9; thence west along said south line, 2054 feet, more or less, to the west line of the east half of the southwest quarter of the northwest quarter of said Section 9; thence north along said west line 1330 feet, more or less, to the centerline of an existing ditch; thence north 46 degrees 05 minutes 07 seconds west along said centerline 999 feet, more or less, to the point of beginning, and excepting therefrom that portion beginning at a point on the west line of said section, 2696 feet south of the northwest corner thereof; thence continuing south 00 degrees east a distance of 650 feet; thence south 90 degrees east a distance of 350 feet; thence north 00 degrees west a distance of 650 feet; thence north 90 degrees west a distance of 350 feet to the point of beginning.

"Also, without warranty and as additional security under the provisions of Section 1.10 of the Farm Credit Act of 1971, as amended, all of the right, title and interest of the Mortgagor or Borrower in LaPorte County, State of Indiana, to wit."

TRACT II

**This Document is the property of  
the Lake County Recorder!**

DESCRIPTION:

All that part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range One (1) West, LaPorte County, Indiana, that lies South of the Old LaPorte and Plymouth Plank Road, containing Forty-six (46) acres, more or less.

EXCEPT the following described parcel:

A parcel of land situated in the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range One (1) West, LaPorte County, Indiana, and being more particularly described as follows:

Commencing at a stone marking the Southwest corner of Section Twenty-two (22), Township Thirty-six (36) North, Range One (1) West, LaPorte County, Indiana for the point of beginning; thence North Zero degrees Eight minutes Nineteen seconds East (N 0 degrees 08' 19" E) along the West line of said Section Twenty-two (22), a distance of One Thousand Seven Hundred Seventy-five and fifty-eight hundredths (1775.58) feet to a railroad spike on the centerline of Indiana State Highway No. 4; thence South Eighty-two degrees Fourteen minutes Twenty-nine seconds East (S 82 degrees 14' 29" E) along said centerline of Indiana State Highway No. 4, a distance of Three Hundred Twenty-two and eighty-five hundredths (322.85) feet to a railroad spike; thence South Zero degrees Eight minutes Nineteen seconds West (S 0 degrees 08' 19" W) a distance of One Thousand Seven Hundred Thirty-three and sixty-nine hundredths (1733.69) feet to an iron pin on the South line of said Section Twenty-two (22); thence North Eighty-nine degrees Forty-one minutes Forty four seconds West (N 89 degrees 41' 44" W) along the South line of said Section Twenty-two (22), a distance of Three Hundred Twenty (320.00) feet to the point of beginning, containing Twelve and eight hundred ninety thousandths (12.890) acres, more or less.

*[Handwritten signatures and initials]*

ALSO:

The East half (E 1/2) of the following tract or parcel of land in Section Twenty eight (28), Township Thirty six (36) North, Range One (1) West, beginning at the Northeast corner of said Section Twenty eight (28); thence running West a distance of nine (9) chains and thirty (30) links; thence South a distance of twenty (20) chains; thence East a distance of nine (9) chains and thirty (30) links; thence North a distance of twenty (20) chains to the place of beginning, containing nine and thirty hundredths (9.30) acres, more or less.

ALSO:

About two (2) acres in the Southwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty two (22), Township Thirty six (36) North, Range One (1) West, that lies South of the Old LaPorte and Plymouth Plank Road.

ALSO:

The East half (E 1/2) of the East half (E 1/2) of the Southeast Quarter (SE 1/4), and the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty eight (28), Township Thirty six (36) North, Range One (1) West, containing sixty (60) acres, more or less.

ALSO:

All that part of the West half (W 1/2) of Section Twenty seven (27), Township Thirty six (36) North, Range One (1) West, that lies North of the center line of the Place Ditch which crosses the said half section from the Northeast to the Southwest, containing one hundred ninety two (192) acres, more or less.

ALSO:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty two (22), Township Thirty six (36) North, Range One (1) West, containing forty (40) acres, more or less.

EXCEPT, a triangular tract of land on the Northeast corner, more particularly described as follows: Beginning at the Northeast corner of said quarter quarter section; thence South a distance of four hundred fifteen (415) feet to the South side of the public highway; thence Northwesterly along the South side of said highway, a distance of eight hundred seventy five (875) feet to the North line of said quarter quarter section; thence East a distance of seven hundred forty two (742) feet to the Northeast corner of aforesaid Northeast quarter, the place of beginning, containing in said exception, three and fifty four hundredths (3.54) acres, more or less.

ALSO:

All that part of the Southeast Quarter (SE 1/4) of Section Twenty two (22), Township Thirty six (36) North, Range One (1) West, LaPorte County, Indiana, which lies South and West of State Road Number 4, and North and West of the center line of Place Ditch, commonly known as the Kankakee River, also more particularly described as follows: Commencing at the Northeast corner of section Twenty seven (27), Township Thirty six (36) North, Range One (1) West, LaPorte County, Indiana, which point is also the Southeast corner of Section Twenty two (22), Township Thirty six (36) North, Range One (1) West, marked by a stone; thence North eighty eight degrees fifty seven minutes West (N 88 degrees 57'W) along the Southerly line of said Section Twenty two (22), a distance of two thousand six hundred forty seven and sixty hundredths (2647.60) feet to the Southwest corner of the Southeast quarter (SE 1/4) of said Section Twenty two (22) for a place of beginning; thence North zero degrees fifty six minutes West (N 0 degrees 56'W) a distance of eight hundred seventy three and sixty five hundredths (873.65) feet along the center line of said Section (sometimes known as State Ditch) to the center line of State Road Number 4; thence South sixty two degrees forty eight minutes East (S 62 degrees 48'E) along said centerline, a distance of one thousand forty seven and ninety eight hundredths (1047.98) feet to the center line of Place Ditch; thence South twenty two degrees twenty four minutes West (S 22 degrees 24' W) along said center line, a distance of four hundred forty one and fifty six hundredths (441.56) feet to the South line of Section

*Josef Fischer*

Twenty two (22), Township Thirty six (36) North, Range One (1) West; thence North eighty eight degrees fifty seven minutes West (N 88 degrees 57'W) along said South line, a distance of seven hundred forty nine and forty three hundredths (749.43) feet to the place of beginning, containing thirteen and one hundred eighty two thousandths (13.182) acres, more or less.

ALSO:

All that part of the Northeast quarter (NE 1/4) of Section Twenty seven (27), Township Thirty six (36) North, Range One (1) West, that lies North and West of Place Ditch, commonly known as the Kankakee River, more particularly described as follows:

Commencing at the Northeast corner of said Section Twenty seven (27) Township thirty six (36) North, Range One (1) West, which point is also the Southeast corner of Section Twenty two (22), Township Thirty six (36) North, Range One (1) West, marked by a stone; thence North eighty eight degrees fifty seven minutes West (N 88 degrees 57'W) along the Northerly line of said Section Twenty seven (27), a distance of two thousand six hundred forty seven and sixty hundredths (2647.60) feet to the Northwest corner of the Northeast quarter (NE 1/4) of said Section Twenty-seven (27) for a place of beginning; thence South eighty eight degrees fifty seven minutes East (S 88 degrees 57' E) along the North line of said Section, a distance of seven hundred forty nine and forty three hundredths (749.43) feet to the center line of Place Ditch; thence South twenty two degrees twenty four minutes West (S 22 degrees 24' W) along said center line, a distance of one thousand eight hundred eighty and sixty eight hundredths (1880.68) feet to the North and South center line of said Section Twenty seven (27); thence North one degree four minutes West (N 1 degrees 4' W) along said center line, a distance of one thousand seven hundred fifty two and eighty hundredths (1752.80) feet to the place of beginning, containing fifteen and sixty seven thousandth (15.067) acres, more or less.

TRACT III

Parcel #1:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) in Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana, containing Forty (40) acres, more or less.

ALSO: The West half (W 1/2) of the Southeast (SE 1/4) of Section Thirty (30) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana, containing One Hundred Twenty (120) more or less.

Parcel #2:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana, containing Forty (40) acres, more or less.

EXCEPT the following described parcel:

A parcel of land situate in the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana, and being more particularly described as follows: Starting at a cast iron monument marking the Northeast corner of the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana; thence South along the North and South center line of Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West, LaPorte County, Indiana, a distance of One Thousand Three Hundred Eighteen and fifty hundredths (1318.50) feet to a P.K. nail, the point of beginning; thence South, continuing along said North and South center line a distance of Two Hundred Thirty-two (232.00) feet to an iron pipe; thence South Eighty-nine degrees Thirty three minutes West (S 89 degrees 33' W) a distance of Three Hundred Seventy-five and fifty-one hundredths (375.51) feet to an iron pipe; thence North a distance of Two Hundred Thirty-two (232.00) feet to an iron pipe on the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-nine (29), Township Thirty-five (35) North, Range One (1) West,

*[Handwritten signatures and initials]*



LaPorte County, Indiana; thence North Eighty-nine degrees Thirty-three minutes East (N 89 degrees 33' E) along said North line a distance of Three Hundred Seventy-five and fifty-one hundredths (375.51) feet to the point of beginning, containing Two (2.00) acres, more or less.

"It is further provided that the Mortgagee or Lender may enforce its lien against either this additional security or the previously described primary security or both but in no event, may be required to enforce its lien against the additional security until it is determined that the sale of the primary security will not produce sufficient funds to satisfy the debt secured hereby or any judgment thereon."

*for JF*

*of* *and* ~~Document is~~ *JF*





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.

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

Josef Fischer  
Josef Fischer

Atara Weissman  
Atara Weissman

Ariel Fischer  
Ariel Fischer

Elia Fischer  
Elia Fischer

David Fischer  
David Fischer

STATE OF ~~INDIANA~~ NEW YORK  
COUNTY OF ROCKLAND

} ss:

Before me, Josef Fischer, Ariel Fischer, David Fischer, Atara Weissman & Elia Fischer a Notary Public in and for said State and County, this

28<sup>th</sup> day of December, 1992

LISA A. RINALDI  
(name of person executing this instrument)

acknowledged the execution of the foregoing instrument.

**Document is NOT OFFICIAL!**

My commission expires: Dec. 15, 1994  
This Document is the property of the Lake County Recorder!

County of Residence Rockland

Notary Public

LISA A. RINALDI  
Notary Public, State of New York  
No. 4878356  
Qualified in Rockland County  
Commission Expires Dec. 15, 1994  
Lisa A. Rinaldi

