

BOOK 677 page 251
THIS INDENTURE WITNESSETH, That Top Notch Swine, an Indiana General Partnership, *
Timothy P. McNeill and Kristine G. McNeill, husband and wife, +
Bruce McNeill and Dorisann McNeill, husband and wife, +
OF Porter County, in the State
of Indiana; hereby mortgage and warrant to the DEMOTTE STATE BANK, Jasper County, Indiana
the following described property in the County of Porter, Jasper and Lake and State
of Indiana, to wit:

SEE ATTACHED LEGAL DESCRIPTION:

*as to parcels 2 and 3

+as to parcel 4

** as to parcel 1

94 APR 16 AM 9 35

This mortgage is given to the mortgagee for the purpose of securing all indebtedness
already owing by Top Notch Swine, an Indiana General Partnership, Bruce McNeill and
Dorisann McNeill, husband and wife, Timothy P. McNeill and Kristine G.
McNeill, husband and wife mortgagor s to said DeMotte State Bank, in the
sum of \$ 384,760.00 and is also given to secure all indebtedness or
liability, of every kind, character and description of the mortgagor s, or either
of them, to the mortgagee hereafter created, such as future loans, advances, overdrafts,
and all indebtedness that may accrue to said Bank by reason of the mortgagor s, or
either of them, becoming surety or endorser for any other person, whether said indebt-
edness was originally payable to said Bank or has come to it by assignment or other-
wise, and shall be binding upon the mortgagor s, and remain in full force and ef-
fect until all said indebtedness is paid. This mortgage shall secure the full amount
of said indebtedness without regard to the time when same was made. The mortgagor s
expressly agree to pay all sums and indebtedness secured hereby, and the same shall
be collectable without relief from valuation and appraisal laws and with attorney's
fees, and in case it should become necessary to appoint a Receiver for any property
that may be secured by this mortgage, it shall not be necessary to serve notice upon
the mortgagor.

In Witness Whereof
have hereunto set
January

Top Notch Swine, an Indiana General Partnership, Bruce McNeill and
Dorisann McNeill, husband and wife and Timothy P. McNeill and
Kristine G. McNeill, husband and wife
their hands and seals this 21st day of
January, 19 94.

84-082314

Top Notch Swine
Bruce McNeill & Dorisann McNeill
Top Notch Swine, an Indiana General Partnership
Bruce McNeill, Partner

Bruce McNeill
Bruce McNeill
Timothy P. McNeill
Timothy P. McNeill

State of Indiana
County of JASPER
Before the undersigned, a Notary Public in and for said County and State,

Dorisann McNeill
Dorisann McNeill
Kristine G. McNeill
Kristine G. McNeill

day of January, 19 94.

Top Notch Swine, an Indiana General Partnership, *Bruce McNeill, and Dorisann McNeill
husband and wife, Timothy P. McNeill and Kristine G. McNeill, husband and wife
Acknowledged the execution of the above and foregoing mortgage for the use and purposes
therein set forth. *By Bruce McNeill, Partner and Timothy P. McNeill, Partner

Witness my hand and Notarial Seal. Laura O'Brien
Laura O'Brien NOTARY PUBLIC

My Commission Expires January 16, 1997/ County of Residence: JASPER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
94 APR 29 AM 9:28
SAUEL O'BRIEN
RECORDED

This instrument was prepared by: Daniel J. Ryan, Executive Vice President and Loan Administrator

Chicago Life Insurance Company

8000
ct

PARCEL 1:

THE SOUTH 27 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, ALL IN PLEASANT TOWNSHIP, PORTER COUNTY, INDIANA.

PARCEL 2: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 TOWNSHIP 31 NORTH, RANGE 6 WEST, IN WALKER TOWNSHIP, JASPER COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 330 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 990 FEET TO A POINT; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 990 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE 330 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 1320 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 3: A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 6 WEST, IN WALKER TOWNSHIP, JASPER COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 330 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 990 FEET TO A POINT; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 990 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE 330 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 1320 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 4: A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN EAGLE CREEK TOWNSHIP, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 24, 487.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE, 195.00 FEET; THENCE EAST AT 90 DEGREES TO SAID WEST LINE, 225.00 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE, 195.00 FEET; THENCE WEST AT 90 DEGREES TO SAID WEST LINE, 225.00 FEET TO THE POINT OF BEGINNING.

"Borrower further agrees that the loan secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M."