

GRANT OF RIGHT TO INSTALL SEWER LINES,  
CONNECT TO THE SANITARY SEWER SYSTEM OF  
THE TOWN OF ST. JOHN, AND WAIVER OF RIGHT  
TO REMONSTRATE AGAINST ANNEXATION

↑

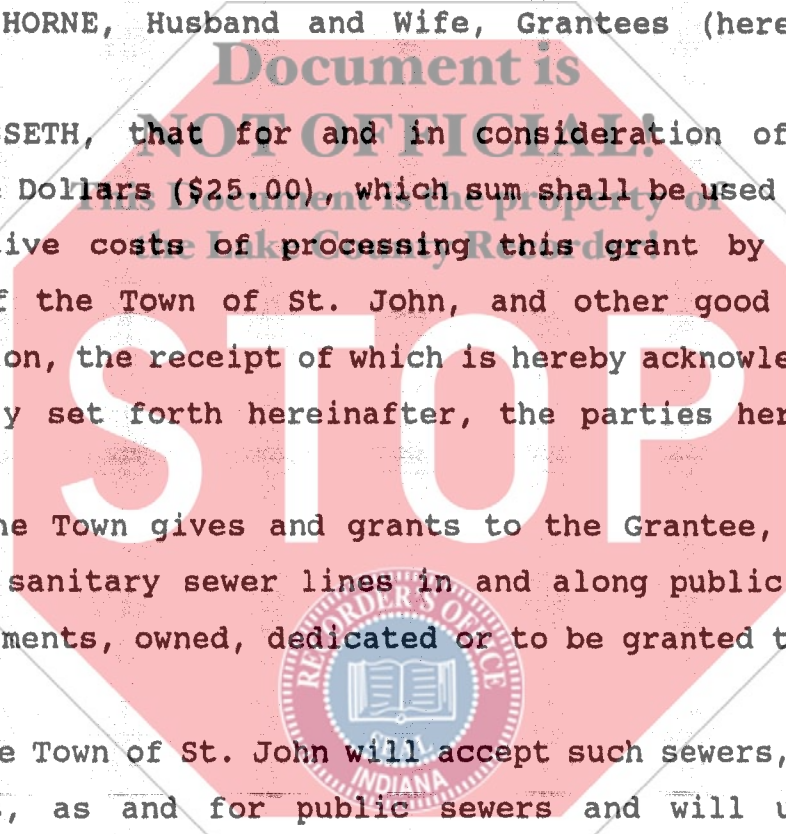
This mutual agreement made this 17<sup>th</sup> day of November, 1994 between the Town of St. John and/or the St. John Sanitary Sewer District pursuant to motion made, seconded, and duly approved by the St. John Sanitary Sewer District on the 17<sup>th</sup> day of November, 1994, as Grantor (hereinafter "The Town") and JOHN R. HORNE and LUELLA F. HORNE, Husband and Wife, Grantees (hereinafter "The Grantee").

94083527

WITNESSETH, that for and in consideration of the sum of Twenty-Five Dollars (\$25.00), which sum shall be used to defray the administrative costs of processing this grant by the Sanitary District of the Town of St. John, and other good and valuable consideration, the receipt of which is hereby acknowledged, as more particularly set forth hereinafter, the parties hereby agree follows:

1. The Town gives and grants to the Grantee, the right connect to sanitary sewer lines in and along public right-of-way and/or easements, owned, dedicated or to be granted to the Town of St. John.

2. The Town of St. John will accept such sewers, except local connections, as and for public sewers and will undertake the obligation of maintenance for said public sewers upon inspection and proof of compliance with the laws and statutes of the State of Indiana, including but not limited to the issuance of an SPC-15 permit, unless waived by the Board of Commissioners of the Sanitary District of the Town of St. John, in its sole discretion, and such testing as the superintendent of public works of the Town of St. John may require to insure compliance with the standards of the



MANUEL ORTIZ  
RECORDER

94 DEC 12 PM 3:08

LAKE COUNTY  
FILED FOR RECORD

FILED

*M. Carter*

000677

1800

Town of St. John concerning exfiltration/infiltration, quality of pipe, bedding, water tight condition, inspection, and other requirements of the Town of St. John as more particularly set forth in Ordinance No. 433 of the Town of St. John, Lake County, Indiana adopted the 9th day of February, 1976, the recommended standards for sewage works, 1978 edition as adopted by the Great-Lakes Upper Mississippi Board of State Sanitary Engineers and the Indiana Department of Environmental Management, or any supplement thereto, and the specifications for the construction of sanitary sewerage systems adopted by the St. John Sanitary District, as it may from time to time be amended.

3. The Grantee agrees to pay all charges for capacity and connection pursuant to the provisions of Ordinance No. 537 of the Town of St. John, Lake County, Indiana as amended and all user rates prescribed therein as amended.

4. In the event the Board of Sanitary Commissioners of the St. John Sanitary District, in their sole discretion, determine that an engineering review of the plans and specifications is required, the grantee shall pay the direct costs and charges for such review by the municipal engineer, using the schedule of rates and charges approved by the Town of St. John and/or the Plan Commission of the Town of St. John for similar engineering services.

5. Pursuant to the provisions of I.C. 1971, 36-9-25-14(f), the real estate described in Exhibit "A", attached hereto and made a part hereof (H.I.), (hereinafter "The Real Estate") shall become, upon recordation of this agreement with the recorder of Lake County, a part of the Sanitary District of the Town of St. John, Lake County, Indiana and the Grantees hereby agree to pay any and all ad valorem taxes imposed by the Sanitary District of the Town of St. John, Lake County, Indiana and certified by the State Board

of Tax Commissioners as the lawful tax rate for said district.

6. Pursuant to the provisions of I.C. 1971, 36-9-25-14(g) the Grantees hereby agree for themselves, their executors, administrators, heirs, devisees, grantees, successors, and assigns that they will:

- (A) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Sanitary District of the Town of St. John within the boundaries of the district
- (B) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Town of St. John
- (C) Not appeal from any order or judgment annexing the above-described real estate to the Town of St. John;
- (D) Not file a complaint or action against any annexation proceedings brought by either the Town of St. John or its Sanitary District.

7. That the grantees have provided current evidence of title to the real estate in the form of a recorded mortgage dated as of the 4th day of February, 1993 and hereby certify that grantee has not executed, or permitted anyone in grantee's behalf to execute, any conveyance, or lease of the Real Estate, which is now outstanding or enforceable against the real estate. Grantee has made no contract to sell all or a part of the Real Estate to any person other than the grantee. Grantee has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate. Grantee represents that the Real Estate is now in the possession of JOHN R. HORNE and LUELLE F. HORNE Husband and Wife as owners and no other person has a right to possession or claims possession of all or any part of the Real Estate.



IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 16<sup>th</sup> day of November, 1994.

John R. Horne  
JOHN R. HORNE

Luella F. Horne  
LUELLE F. HORNE  
"Grantees"

STATE OF INDIANA )  
                          ) SS  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared JOHN R. HORNE and LUELLE F. HORNE and who acknowledged the execution of the foregoing agreement to be their voluntary act and deed.

Witness my hand and notarial seal this 16<sup>th</sup> day of November, 1994.

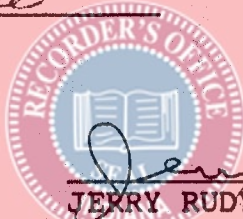
Eunice L. Michalski  
Notary Public

My Commission Expires: 9-6-97  
County of Residence: Lake

EUNICE L. MICHALSKI  
Notary Public, Lake County, Indiana  
My commission expires Sept. 6, 1997

ATTEST:

Judith L. Companik  
JUDITH L. COMPANIK  
CLERK/TREASURER

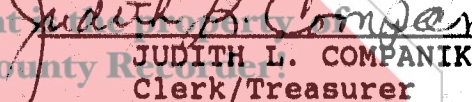


Jerry Rudy  
JERRY RUDY, PRESIDENT  
BOARD OF SANITARY COMMISSIONERS  
TOWN OF ST. JOHN

CERTIFICATION

I, Judith L. Companik hereby certify that I am the duly elected, qualified, and acting Clerk-Treasurer of the Town of St. John, Lake County, Indiana, a municipal corporation and that the above and foregoing grant of right to install sewer lines, connect to the Sanitary Sewer system of the Town of St. John, and waiver of right to remonstrate against annexation is a true and accurate copy of such document as it appears in the records of the St. John Sanitary District and the Town of St. John, having been approved by said entities by motion duly made and seconded on the 17<sup>th</sup> day of November, 1994, and the      day of November, 1994 respectively.

Document is  
**NOT OFFICIAL!**

This Document is a copy of the Lake County Recorder's Office  
  
JUDITH L. COMPANIK  
Clerk/Treasurer

**STOP**



This Instrument Prepared By:

Michael L. Muenich  
Attorney at Law  
3235 - 45th Street  
Highland, Indiana 46322  
219/924-2640

AFTER RECORDING MAIL TO:

CENTIER BANK  
5191 WEST LINCOLN HWY  
CROWN POINT, IN 46307

Doc # 93010134  
2-12-93

LOAN NO. 114254

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### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 4, 1993 . The mortgagor is JOHN R. HORNE and LUELLA F. HORNE, HUSBAND AND WIFE

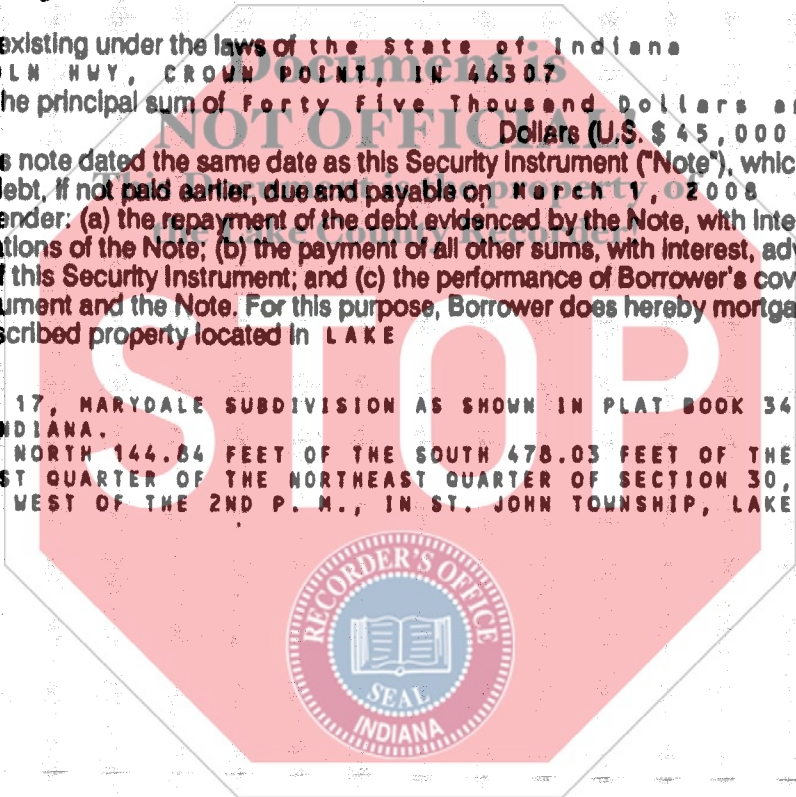
("Borrower").

This Security Instrument is given to CENTIER BANK,

which is organized and existing under the laws of the State of Indiana , and whose address is 5191 WEST LINCOLN HWY, CROWN POINT, IN 46307 ("Lender").

Borrower owes Lender the principal sum of Forty Five Thousand Dollars and no/100 Dollars (U.S. \$ 45,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in LAKE County, Indiana:

- PARCEL 1: LOT 17, MARYDALE SUBDIVISION AS SHOWN IN PLAT BOOK 34, PAGE 71, IN LAKE COUNTY, INDIANA.
- PARCEL 2: THE NORTH 144.84 FEET OF THE SOUTH 478.03 FEET OF THE WEST 165 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.



which has the address of 8614 CHRISTOPHER DRIVE , ST. JOHN  
[Street] [City]  
Indiana 46373 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.



24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1--4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
 JOHN R. HORNE (Seal)  
 Social Security Number 432-08-6541 -Borrower

\_\_\_\_\_  
 LUELLA F. HORNE (Seal)  
 Social Security Number 329-48-2329 -Borrower

\_\_\_\_\_  
 Social Security Number \_\_\_\_\_ (Seal)  
 Social Security Number \_\_\_\_\_ (Seal)

[Space Below This Line For Acknowledgment]

STATE OF INDIANA, LAKE County ss:

On this 4TH day of FEBRUARY, 1993, before me, the undersigned, a Notary Public in and for said County, personally appeared JOHN R. HORNE and LUELLA F. HORNE

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:



Notary Public

Notary County of Residence:

This instrument was prepared by: Herman W. Stauffer, Senior Vice President of Centier Bank