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STATE OF HIDIAHA LARE COUNTY FILED FOR RECORD 97 STP - 1 AH B: 59

MORTBAGE BEING Re-reb ATTACHLORRECT Legal (Space Above This Line For Recording Date)

MORTGAGE

Loan ID: 31476006

THIS MORTGACE ("Security Instrument") is given on August 22nd/ 1997 WILLIAM A. REWLIN and YIMBERLY D. HEWLIN, Munband and Wife, Joint Tenance WRightin of Succession Document is the property of

(Houswer's this Security Instrument is given to

MATIONAL MORTGAGE INVESTORS, INC.

which is organized and easting under the laws of The State of Indiana 11804 E. Wantington Street, Cumberland, 18 address is

("Lender"). Borrower owes Lender the principal sum of

and whose

Rivery Fire Thereand and no / 100

Dollars (U.S. \$

This details evidenced by Borrower's more dated the same date as this Security Instrument ("Note"), which provides for September 1st, 2012 namily payments, with the still debt, if not paid earlier, due and payable in-This Accordy Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all true extensions and modifications of the Note; (b) the psyment of all other sums, with interest, advanced under pure then profess the security of this Security Instruments and (c) the performance of Borrower's covenants and agreements us

INDIANA Sangle Family FNMA/FHLMC UNIFORM

INSTRUMENT Furm 3016 9/00

THE TILE BEARCH CO.

A15631



Security Justiument and the Note. For this purpose, Horrower disca hereby mortgage, grant and convey to Lander the following described property tocated in Lake County, Indiana

dunct spad de. Count 9

The South mark of the Southwest Courter of the Southwest Quarter of Section 11, 731N, Pak of the and Principal Maridian, in Lage County, Indiana lexces the right of way of the Louisville, New Albany and Chicago Railroad across said land), and also except the Bouth 400 for thereof.

Also, the South 400 feet of the following parcel: The South Haif of the Southwest Quarter of the Southwest Quarter of Section 17 130, 89% of the 2nd Principal Maridian, in Lake County, Indiana, except the Itali of way of the Louiguille, New Albany and Chicago Railroad across said land and except that part lying East of the right of way of the Louiguille, New Albany and Chicago Railroad, Commonly known as; 15405 Cline Ave., Lowell, IN 46356

Them #: 23 59.22

Which has the address of 16405 Cline Ave., Lowell

16405 Cline Avenue, Lowell

(Secret E'Val

· Indiana

(Zip Code) ("Property Address");

TOG!", HER WITH all the improvements now or hereafter erected on the property, and all essements, apparenances, 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 selved of the estate hereby conveyed and has the right to moregage. grant and convey the Property and that the Property is unencumbered, except for encumbers are of record. Borrower warrants

and will defend generally the tute to the Property against all claims and demands, subject to any encumbrance of seeing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with time. variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Horrower and Lender covenant and acree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower that promptly pay when due the reincipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2: Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lember sin the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly take and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly lemehold payment or around rents on the Property, if any; by yearly huzard or property insurance premiums; (d) yearly flood insurance p iff, any; (c) yearly murigage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance will the provisions of paragraph A, in lieu of the payment of mortgage insurance premiums. These tiems are called "Escrate Beens Lender may at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a foderally related morticage foan may require for Bornower's escribe account under the federal Real Estate Scitlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2001 et sey. ("RESPA"), unless another law that applies to the Fund sets a lesser amount. If so, Louder may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with applicable law.

The Punda shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or essity

(including Lender, if Cender is such an institution) or in any Pederal Home Loan Bank, Lender shall apply the Punds to any the Excess from Lender may not charge florrower for holding and applying the Funds, annually analyzing the excess account, or verifying the 1-2000 Hours, unless Lander nows therewer interest on the Funds and applicable law permits Lander to make such a charge However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made esapplicable has requires interest to be paid, Lender shall not be required to pay Borrower any interest or garnings on the Punds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Punds, Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the Punds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall eccount to horrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at may time is not sufficient to pay the liserow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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Upon payment in full of all junis secured by this Security Instrument, Lender shall promptly refund to Horrower any bunds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicable first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; tourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens, Borrov er shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Horrower, tal agrees an writing to the payment of the obligation secured by the den in a manner acceptable to Lender; (h) contests in good faith the been by, or detends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or to) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give horrower a notice identifying the tien. Borrower shall satisfy the lien or take one or more of the actions set forth above within the days of the going of notice.

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "estentied coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall set be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to project Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance earlier and Lender.

Lender may make proof of loss it not made promptly by florrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically tensible and Lender's security is not lessened. If the restoration or repair is not economically tensible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or done not have a within 3d days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Insurance, whether or not then due. The A0-day period will begin when the notice is given.

Unless Lender and florower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition

Leastholits, it are seen at a company, unless Lender otherwise agrees in writing, which consent shall not destroy, damage or impair the Property as Borrower's principal residence within sixty days after the execution of the Science and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date or occupancy unless Lender otherwise agrees in writing, which consent shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest, Borrower may cure such a default and rein, tate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the foun application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

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leasehold, Horrower shall comply with all the provisions of the lease. If Horrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Leader agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower tails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfenine or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Troperty, Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph.

7. Lender does not have to do so

Any amounts disbursed by Lender under this peragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice-from Lender to Borrower requesting payment.

fl. Mortgage Insurance, it Lender required mantgage man are as a condition of making the boan recurred by the premiums required to manuam the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the nortgage insurance previously in effect, et a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, et a cost substantially equivalent mortgage insurance previously in effect, et a cost substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage in mortgage insurance coverage tapsed or ceased to be in effect. I ender with accept, use and return these payments as a loss reserve in heur of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period than Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Burnwer shall pay the premains required to mantain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or print to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of office taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be profit to Lender.

hiether event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whicher or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fall market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument ammediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the amount of the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is chandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or serve a close for damages. Horrower fails to respond to bender within 30 days after the date the notice is given, bender a surrounced specifically discussed to the property of to the sums second in the Second Sections to stroment, whether or not then due.

tions. Lander that Borrower otherwise agree in writing, any application of proceeds to principal shall not extend up to more the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

11. Borrower Not Peleased; Forbearance By Lander Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Portower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers, The covenants and agreements of this Security Instrument shall fund and benefit the successors and assigns of Lender and Bottower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Bottower who co signs this Security

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Page & 14

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is 6. ally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Be trower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class all to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for an this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

18. Governing Law: Severability. This Security Instrument shall be governed by federal law and the low of the jurisdiction in which the Property is located. In the even that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not after other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one comouned copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enhancement or this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Preperty pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sames which then would be due under this Security Instrument and the Note as if no acceleration had occurred: (b) takes any detail of any other covenants or agreements; (c) pays all expenses facurred in enforcing this Security Instrument, including, for not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the fien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply to the case of acceleration under paragraph 17.

Instruments from Sores Change of Loan Servicer. The Note of a partial interest in the Note (together with this Security Instruments provide and one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the Trom Servicer) that collects monthly payments due under the Note and this Security Instrument. There also may be one as more changes of the Loan Servicer introduced to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, of release of any Hazardous Substances on or in the Property. Borrower shall not do, nor ellow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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Borrower shall promptly give Lender written notice of any investigation, claim, densaid, lawsing or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Horrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as tosse of hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or tosse petroleum products, tosse pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal taws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Horrower and Lender further covenant and agree as follows:

- 21. Acceleration, Remedies. Lender shall give notice to liorrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default of the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the ruma secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to constate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to neceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all supersecuted by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable afformers' fees and costs of title evidence.
- 22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower
 - 23. Waiver of Valuation and Appraisement, flortower waives all right of valuation and appraisement,
- 24. Riders to this Security Instrument. If one or more rulers are executed by Borrower and recorded together with this Security Instrument as to the ruler shall be incorporated into and shall amend and supplement the constraints and according to the Security Instrument as to the ruler(s) were a part of this Security Instrument.

 16 by a supplement the constraint between

Adigitable Rate Rides Established Payment Hules Balloon Hell (A Russe)

Condominum Rider
Planned Unit Development Rider
Rate Improvement Rider
Other(s) [specify]

1-4 Family Rider Biweekly Payment Rider Second Home Rider

Term 3018 1970

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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: This Document is the property of the Lake County Recorder! STATE OF INDIANA, Marion , before me, the buckrigged, a Notary Public to day of August On this 22 not and too said County, personally appeared WILLIAM A SEWILL OF CIMPERLY D. HEWLIN, Husband and Wife , and acknowledged the execution of the foregoing internation WITNESS not band and official scale My Commission Expanse This instrument was propored by William C. Carty NATIONAL MORTGAGE INVESTORS, INC. 1180% B. Washington Street

680Ni »

Certification

State of Indiana)
) SS County of Lake)
This is to certify that I, Morris W. Carter, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of
a Mortgage
as recorded
in 97058509
as this said document was present for the recordation
when Morris W. Carter NOT OFFICIAL!
was Recorder at the time of filing of said document property of

Dated this 2nd

ne Lake County Recorder! day of June , 1998

Deputy Recorder
Mon W. Carte

Morris W. Carter, Recorder of Deeds Lake County Indiana

Form # 0023 Revised 8/97

EXHIBIT "A"

The South half of the Southwest quarter of the Southwest quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, (except the right of way of the Louisville, New Albany and Chicago Railroad across said land), and also except the South 400 feet thereof.

Excepting therefrom the following: Part of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 11, Township 33 North, Range 9 West of the Second Principal Meridian, which part lies east of the Monon Railroad right-of-way.

Commonly known as: 16405 Cline Ave., Lowell, IN 46356



EXHIBIT "A"

The South half of the Southwest quarter of the Southwest quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, (except the right of way of the Louisville, New Albany and Chicago Railroad across said land), and also except the South 400 feet thereof.

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