

INDEMNIFYING MORTGAGE

R-68273

THIS INDENTURE WITNESSETH, That Lake County Trust Company, Trust Number 3901 of Lake 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 Lake and State of Indiana, to wit:

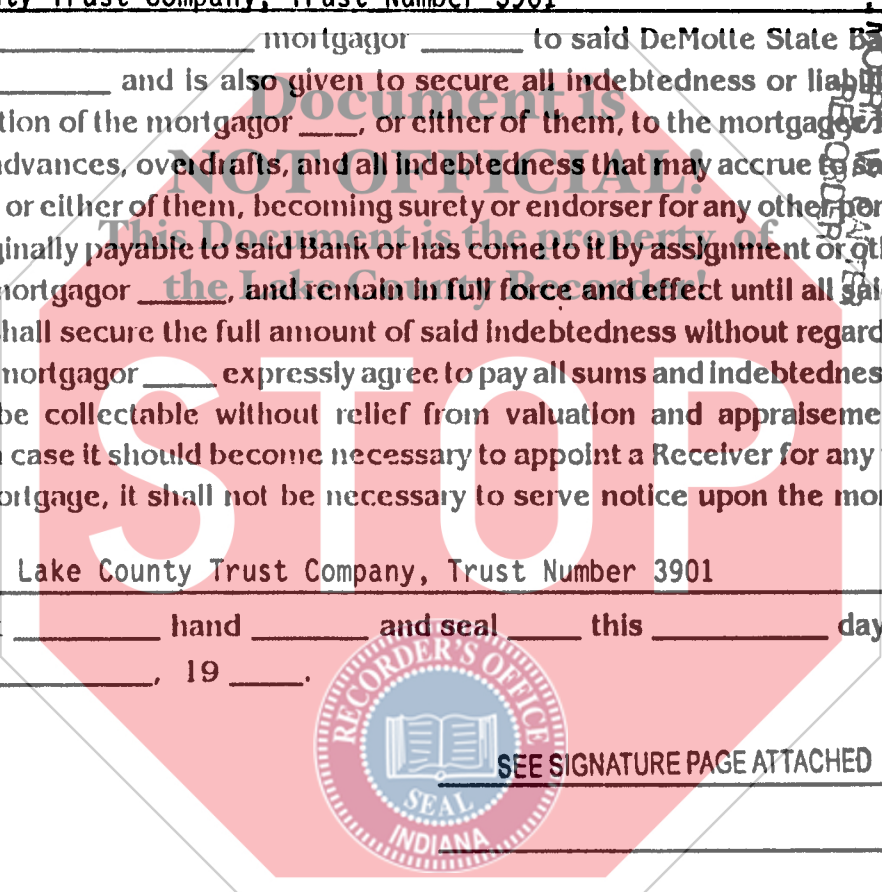
The west half of the northwest quarter of the southwest quarter of section 1, township 33 north, range 8 west of the second principal meridian, in Lake County, Indiana.

Chicago Title Insurance Company

98076146

This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing by Lake County Trust Company, Trust Number 3901

mortgagor to said DeMotte State Bank, the sum of \$ 30,000.00 and is also given to secure all indebtedness or liability, of every kind, character and description of the mortgagor, 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, or either of them, becoming surety or endorser for any other person who has said indebtedness was originally payable to said Bank or has come to it by assignment or otherwise, and shall be binding upon the mortgagor, and remain in full force and effect 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 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 Lake County Trust Company, Trust Number 3901 ha _____ hereunto set _____ hand _____ and seal _____ this _____ day of _____, 19 _____.



SEE SIGNATURE PAGE ATTACHED

State of Indiana

ss:

County of _____

Before the undersigned, a Notary Public in and for said County and State this _____ day of _____, 19 _____.

Acknowledged the execution of the above and foregoing mortgage for the uses and purposes therein set forth.

Witness my hand and Notarial Seal. _____ NOTARY PUBLIC

My Commission Expires _____ County of Residence: _____

This instrument was prepared by: Guy A. Carlson, SR VP & Branch Manager

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

Handwritten notes: 14.00, LS, PB, 010206, \$14

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

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

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

(Page 1 of 2 pages of Trustee's Signature Pages)



IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 15th day of September, 1998.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 11, 1988, and known as Trust No. 3901.

Document is

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

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the Lake County Recorder!

ATTEST:

BY: Kathy Hathaway
Kathy Hathaway, Assistant Secretary

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act, acting for such corporation as Trustee.

WITNESS my hand and seal this 15th day of September, 1998.

Sandra L. Stiglitz
Sandra L. Stiglitz, Notary Public

Lake County, IN. resident

Commission expires: 1-21-2000

(Page 2 of 2 pages of Trustee's Signature Pages)