

2000 016592

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 MAR -9 AM 9:46

MORRIS W. CARTER
RECORDER

Chicago Title Insurance Company

INDEMNIFYING MORTGAGE

620000511 LD

THIS INDENTURE WITNESSETH, That McCarthy Homes, Inc

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:

Lot 98 in Oaks of Cedar Creek, Phase 1, as per plat thereof, recorded in Plat Book 86 page 1, in the Office of the Recorder of Lake County, Indiana. And part of the Northwest Quarter of Section 13, Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Northern most point of Lot 98 in Oaks of Cedar Creek as recorded in Plat Book 86, page 1 and amended by Certificate of Correction, recorded as Document No.99078925 on September 23, 1999, in the Office of the Recorder of Lake County, Indiana, thence Northeasterly along an arc concave to the Northwest and having a radius of 165.00 feet a distance of 6.94 feet, thence South 58 degrees, 04 minutes, 33 seconds East a distance of 120.22 feet, thence South 31 degrees, 41 minutes, 36 seconds West a distance of 104.21 feet to the Southern most corner of said Lot 98; thence North 27 degrees, 59 minutes, 06 seconds East along the Southeast line of said Lot 98 a distance of 90.05 feet, thence North 54 degrees, 22 minutes, 11 seconds West along the Northeast line of said Lot 98 a distance of 115.00 feet to the point of beginning, all in the Town of Lowell, County of Lake, State of Indiana.

This Document is the property of the Lake County Recorder!

This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing by McCarthy Homes, Inc.

mortgagor(s) to said DeMotte State Bank, in the sum of \$ 36,000.00 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 indebtedness was originally payable to said bank or has come to it by assignment or otherwise and shall be binding upon the mortgagor (s), 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 (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 McCarthy Homes, Inc.

have hereunto set their hands and seal this 1st day of March, 2000

McCarthy Homes, Inc.

Patrick McCarthy, General Manager

11.00
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CT
15545

25X

State of Indiana

ss:

County of Lake

Before the undersigned, a Notary Public in and for said County and State this 1st day of March, 2000

McCarthy Homes, Inc. By: Patrick McCarthy, General Manager

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

Witness my hand and Notarial Seal. Stacey Bright
Stacey Bright **NOTARY PUBLIC**

My Commission Expires October 21, 2006 County of Residence Lake

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

