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2000 BFT-21 CAMIND ANA MORRIS V. CARTERIO RECORDER 2000 OCT 31 AM 10: U.4

> MODDIO W. CARTER RECORDED

## **MORTGAGE**

After recording return to: Travelers Bank & Trust, fsb J.P.O. Box 410 Hanover, MD 21076

THIS MORTGAGE is made this KALEE VELDKAMP

26th day of October

2000 , between the Mortgagor

herein "Borrower"),

and the Mortgagee, TRAVELERS BANK & TRUST, FSB

a federal savings bank chartered

under the laws of the United States of America

, whose

address is 100 COMMERCE DRIVE NEWARK DE 19713

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 22,923.63 ,which indebtedness is evidenced by Borrower's note dated 10/26/2000 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10/30/2010;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of LAKE, State of Indiana:

SITUATED IN THE CITY OF CEDARLAKE TAX ID# 31-25-15-74

SEE ATTACHED EXHIBIT A

which has the address of Indiana 46303

7000 W 139TH PLACE

CEDARLAKE

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

(herein "Property Address");

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

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KALEE VELDKAMP 3927350 10/26/2000

• 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums, and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

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and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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 (or 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall prepare and file a discharge of this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
  - 21. Waiver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.
- 22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit 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, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

action.	THE STATE OF THE S		
IN WITNESS WHEREOF, Borrower has execute	d this Mortgage.		
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		na viacam	-Borrower
	KALEE VELD	WAMP	-Borrower
			(Seal)
Laka	OEAU III		-Borrower
STATE OF INDIANA, LOKE	WDIANP.	County ss:	
On this 26TH day of OCTOBE			
for said County, personally appeared KALEE_VELDK	AJP		, and acknowledged
the execution of the foregoing instrument.			
WITNESS my hand and official seal.	^	0 - 0	6
My Commission expires: 02-06-08	Caro	of a Curil	Ĭ.
	Jac	$\alpha$ $($ $($ $\alpha$ $($ $($ $($ $($ $($ $($ $($ $($ $($ $($	A Carrier Carr
	<u>Car</u>	Notary Public	
	Resident of	1 ake	County, Indiana.
This instrument was presented	* * ***********************************		
This instrument was prepared KIMBERLY	. SILLITUE		•
Indiana 35205-6 1/98 Original (Recorded)	Copy (Branch)	Copy (Customer)	Page 4 of 4

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PARCEL 1: THE WEST 259.9 FEET OF THE EAST 356.3 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THE SOUTH 165 FEET THEREOF.

PARCEL 2: PART OF THE NORTH HALF OF THE NORTH OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AND 660 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE NORTH PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 ADISTANCE OF 50 FEET THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 65.14 FEET A DISTANCE OF 71.75 FEET, THENCE CONTAINING NORTHEASTERLY AND TANGENTIAL TO SAID CURVE A DISTANCE OF 38.93 FEET, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 81.42 FEET A DISTANCE OF 89.63 FEET TO A POINT 165 PEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, THENCE EAST PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 163.70 FEET, THENCE SOUTH PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 165 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTE HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF \$13.76 FEET TO THE POINT OF BEGINNING.

PARCEL 3: PART OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA DESCRIBED IN TWO (2) PARCELS AS FOLLOWS, TO WIT:

(A) BEGINNING AT A POINT ON THE WEST LINE 40 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST PARALLEL TO THE SOUTH LINE 229 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE 40 FLET TO THE SOUTH LINE THEREOF, THENCE EAST ALONG SOUTH LINE 400 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A TRACT CONVEYED TO DONALD H. BARMAN BY DEED DATED AUGUST 26, 1968 AND RECORDED AUGUST 26, 1969, AS DOCUMENT NO. 275426, IN DEED RECORD 1153, PAGE 115, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, THENCE NORTH, PARALLEL TO THE WEST LINE AND ALONG THE WEST LINE OF THE EARL ESTATE CONVEYED IN SAID DEED RECORDED 1153, PAGE 115, A DISTANCE OF 40 FEET, THENCE WEST PARLALLEL TO THE SOUTH LINE, 321 FEET, THENCE NORTH, PARALLEL TO THE WEST LINE, 20 FEET THENCE WEST, PARALLEL TO THE SOUTH LINE, 149 FEET, THENCE NORTH. PARALLEL TO THE WEST LINE 105 FEET, THENCE EAST, PARALLEL TO THE SOUTH LINE, 470 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE 115 FEET, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 6.14 FEET, A DISTANCE OF 71.75 FEET; THENCE CONTINUING NORTHEASTERLY TANGENTIAL TO SAID CURVE A DISTANCE OF 38.95 FEET, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 81.42 FEET, A DISTANCE OF 44.84 FEET, THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE, WHICH POINT IS 684.74 FEET WEST OF THE NORTHEAST CORNER THEREOF THENCE WEST ALONG THE NORTH LINE TO THE NORTHWEST CORNER THEREOF THENCE SOUTH ALONG THE WEST LINE TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE EAST 440 FEET OF THE WEST 680 FEET OF THE SOUTH 40 FEET THEREOF, CONVEYED IN 1968 TO REFUGIO GARCIA AND CAROL J. GARCIA, HUSBAND AND WITH BY DEED RECORDED AS DOCUMENT NO. 886 IN THE RECORDER' OFFICE OF LAKE

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(B) BEGINNING AT A POINT ON THE SOUTH LINE, 973.7 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE NORTH PARALLEL TO THE EAST LINE, 165 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE TO A POINT, BEING 96.4 FEET WEST OF THE EAST LINE THEREOF, THENCE NORTH PARALLEL TO THE EAST LINE, TO THE NORTH LINE THEREOF. THENCE EAST 96.4 FEET TO THE NORTHEAST CORNER THEREOF THENCE SOUTH TO THE SOUTHEAST CORNER THEREOF, THENCE WEST TO THE FLACE OF BEGINNING.

PARCEL 4: PART OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER (5W 1/4) OF THE SOUTHEAST QUARTER OF SAID SECTION 26 AND 358.3 FEET WEST OF THE NORTHWEST CORNER THEREOF, THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 167.71 FRET TO A POINT 165 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 153.45 FEET TO A POINT OF CURVE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 81.41 FEET A DISTANCE OF 44.84 FEET, THENCE NORTHWESTERLY TO A POINT ON THE NORTH OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND 664.74 FEE WEST OF THE NORTHEAST CORNER THEREOF, THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 308.44 FEET TO THE POINT OF REGINNING.

BY FEE SIMPLE DEED FROM KALEE SEYDEL N/K/A KALEE VALDKAMP AS SET FORTH IN DOCUMENT# 99022040, DATED 02/25/1999 AND RECORDED 03/11/1999, LAKE COUNTY RECORDS. STATE OF INDIANA.



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