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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 028083

2004 APR -6 AM 9:43

MORRIS W. CARTER
RECORDER

INDIANA MORTGAGE

THIS MORTGAGE, made this 26th day of March, 2004, by and between

ROBERT K. BIGBIE AND MARIA A. BIGBIE, HUSBAND AND WIFE

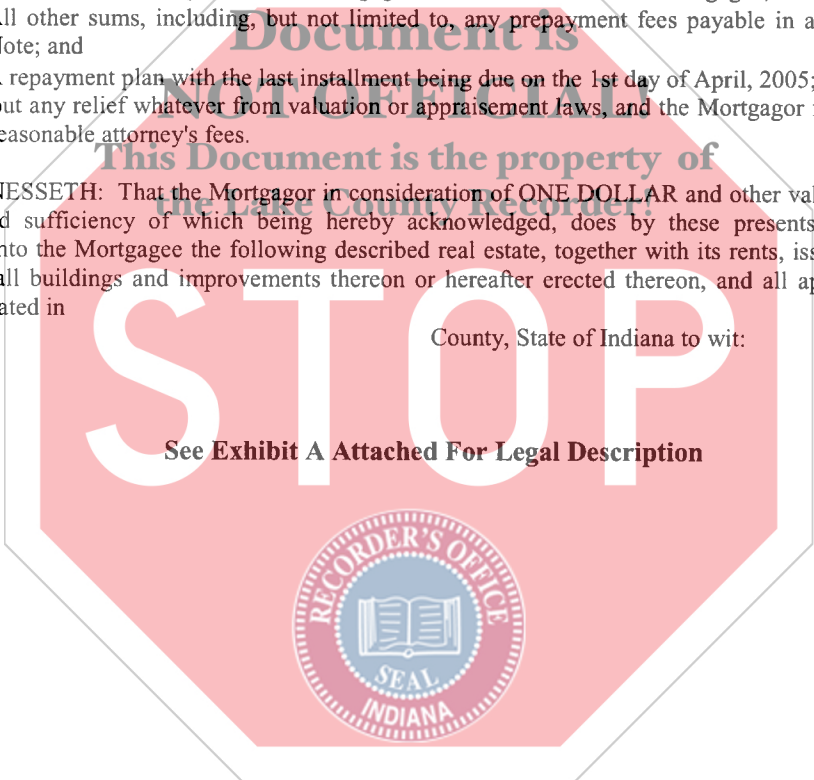
(hereinafter referred to as the Mortgagor), of 3219 173RD ST, HAMMOND, IN and FARM CREDIT SERVICES OF MID-AMERICA, PCA, a corporation, existing and operating under an Act of Congress known as the Farm Credit Act of 1971, as amended, of P. O. Box 34390, Louisville, Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of a note of even date herewith executed and delivered to the Mortgagee, which includes:

- Principal in the sum of; \$70,000.00; Seventy Thousand Dollars And No Cents;
- Interest, which may be adjustable or fixed and which may be converted from one to the other from time to time at the option of the Mortgagor with the consent of the Mortgagee;
- All other sums, including, but not limited to, any prepayment fees payable in accordance with said Note; and
- A repayment plan with the last installment being due on the 1st day of April, 2005;

Without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorney's fees.

WITNESSETH: That the Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does by these presents MORTGAGE and WARRANT unto the Mortgagee the following described real estate, together with its rents, issues and profits, and together with all buildings and improvements thereon or hereafter erected thereon, and all appurtenances thereto belonging, situated in LAKE County, State of Indiana to wit:



DO NOT TYPE BELOW THIS LINE

↓
1500
CK
66155004

Farm Credit Svc
PO BOX 1160
Valparaiso In 46381

Robert K. Bigbie & Maria A. Bigbie
Loan #1119700000
March 26, 2004

Exhibit A

Also, without warranty, and as additional security under the provisions of Section 1.10 of the Farm Credit Act of 1971, as amended, all of the right, title and interest of the Mortgagor or Borrower in Lake County, State of Indiana, to wit.

Parcel 1:

The West 31 30/100 acres off the West side of the Northeast 1/4 and the East 56 50/100 acres off the East side of the Northwest 1/4, all in Section 29, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except from said 87.80 acres tract, the North 40 acres thereof, conveyed to Otto J. Dahl by deed dated August 11, 1916 and recorded August 12, 1916 in Deed Record 224 page 268, in the Office of the Recorder of Lake County, Indiana, and also excepting the South 575 feet of the West 600 feet of the East 56.50 acres off the East side of the Northwest 1/4 in Section 29, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, being more particularly described as follows:

Commencing at a R.R. Spike found at the West 1/4 corner of said Section 29; thence South 89 degrees 09 minutes 12 seconds East, along the East West center line of said Section 29, a distance of 1723.31 feet to the West line of the East 56.50 acres of the Northwest 1/4 of said Section 29; thence North 00 degrees 42 minutes 26 seconds West, along said West line, a distance of 575.44 feet to an iron rod found, said point being the True Point of Beginning; thence continue along said West line North 00 degrees 42 minutes 26 seconds West, a distance of 869.69 feet to the South line of the North 40 acres of the East 56.50 acres of the Northwest 1/4 and the West 31.30 acres of the Northeast 1/4 of said Section 29; thence South 89 degrees 10 minutes 22 seconds East along said South line of the North 40 acres, a distance of 1441.51 feet to the East line of the West 31.30 acres of the Northeast 1/4 of said Section 29; thence South 00 degrees 44 minutes 17 seconds East, along said East line, a distance of 1445.23 feet to the East West center line of said Section 29; thence North 89 degrees 08 minutes 53 seconds West, along said East West center line, a distance of 513.86 feet to a gear found at the center of said Section 29; thence continue along said East West center line of said Section 29, North 89 degrees 08 minutes 53 seconds West, a distance of 327.36 feet to a gear found; thence North 00 degrees 42 minutes 57 seconds West, a distance of 575.20 feet to an iron rod found; thence North 89 degrees 09 minutes 28 seconds West, a distance of 600.44 feet to the point of beginning.

Parcel 2:

That part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point 175.21 feet East of the Southwest corner of said Section; thence North 414.86 feet; thence East 105 feet; thence South 414.86 feet; thence West 105 feet to the point of beginning.

It is further provided that the Mortgagee or Lender may enforce its lien against either this additional security or the previously described primary security or both but in no event, may be required to enforce its lien against the additional security until it is determined that the sale of the primary security will not produce sufficient funds to satisfy the debt secured hereby or any judgement thereon. This Mortgage/Deed of Trust cannot be used as a starting point for a Title Examination involving the aforescribed additional security.

JB/VB

To Have And To Hold to the proper use of the Mortgagee forever. And the Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this mortgage, he is well seized of the above-described premises, has a good and indefeasible estate in fee simple, and has good right to encumber them in manner and form as above written; that they are free and clear of all encumbrances, unrecorded conveyances and undisclosed interests whatsoever, and that he will warrant and defend said property, with the appurtenances thereunto belonging, to the Mortgagee, against all lawful claims and demands whatsoever. By execution of this Mortgage, Mortgagor hereby acknowledges receipt of all of the proceeds of the loan evidenced by the aforesaid promissory note or notes.

The Mortgagor covenants and agrees (1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property; (2) that the proceeds of the Note secured hereby are used solely for the purposes specified in the loan application; (3) to keep the property insured against loss or damage by fire, wind, flood and extended coverage perils, in companies and amounts satisfactory to Mortgagee, and provide evidence of such insurance to the satisfaction of the Mortgagee and to use any insurance proceeds in accordance with the policies and procedures of the Mortgagee or to apply such proceeds on the indebtedness hereby secured as the Mortgagee may elect; (4) to maintain the improvements in good repair, to refrain from the commission of waste, to cultivate the property in a good and husbandmanlike manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) that neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created conditions which may give rise to environmental liability; that no enforcement actions are pending or threatened and that any costs the Mortgagee incurs as a result of environmental liabilities shall become a part of the debt secured hereby; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Mortgagee access to the property for testing and monitoring and to forward any notices received from state and federal environmental agencies to Mortgagee; to permit Mortgagee and its agents to enter upon the property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the property with this covenant (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person); that to the best of Mortgagor's knowledge, there are no underground tanks on the property, except as already disclosed and that any such underground tanks currently or previously located on the property do not now, and never have leaked and there is no contaminated soil located on the property in connection with any of said underground tanks; and to indemnify and hold Mortgagee harmless against any and all claims and losses resulting from a breach of this covenant of the Mortgage; (6) not to assign, lease, sell, convey or impair any crop allotment and/or any acreage allotment now established or hereafter established on the property; (7) to pay all court costs, expenses of title examination, abstract fees, and when lawful, attorney's costs and fees incurred by the Mortgagee involving this Mortgage, the loan it secures and the enforcement thereof, and any such costs, expenses or fees paid or payable by the Mortgagee shall become a part of the debt secured hereby; (8) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, attorney's fees or title evidence expense, or to maintain insurance as hereinbefore provided, the Mortgagee may do so, and all amounts so paid shall bear interest from date of payment at the rate set out for defaulted payments in the Note secured hereby; (9) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of the sale, lease or transfer of any interest in any portion of the property, any oil, gas, mining and mineral leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the property and any condemnation proceedings or other seizure of all or part thereof under the right of eminent domain or otherwise, and all monies received by Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest provided that nothing herein shall be construed as a waiver of the priority of the lien of this Mortgage over any such lease, rights or privileges granted subsequent to the date of this Mortgage; (10) that the Mortgagee may renew or substitute the evidence of indebtedness and may extend and defer the maturity of and reamortize said indebtedness, release any person from liability to repay said indebtedness and any such extensions, deferments, renewals and reamortizations will be secured hereby; (11) that, if any portion of the debt secured hereby was incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (12) that if the mortgagor shall sell, transfer or lease the property, or if the ownership of any portion thereof shall be changed either by voluntary or involuntary transfer or by operation of law, or if the mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreements herein contained, or if a receiver or trustee for any part of the property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if, in defending any such action commenced to foreclose or enforce a lien on any portion of the property, the Mortgagee elects to cross-claim and foreclose the lien of this Mortgage, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set out for defaulted payments in the note secured hereby, and the Mortgagee shall have the right to enter upon and take possession of the property and to foreclose the lien of this Mortgage; (13) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee, appoint a receiver for the property; (14) that if the indebtedness is subject to a guarantee from Farmers Service Agency, the Mortgagors shall be in default under this mortgage, the above note(s) and other loan documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M; prior to loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Mortgagors must demonstrate that Mortgagors are actively applying an approved conservation plan on that land which has been determined to be highly erodible prior to 1990 or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later, and Mortgagors must demonstrate that any production of an agricultural commodity on highly erodible land will be done in compliance with an approved Soil Conservation Service conservation system; (15) that the omission of the Mortgagee to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default; (16) that upon payment of all sums secured by this mortgage, Mortgagee shall release this Mortgage without any charge paid to Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs as prescribed by law to public officials for release of the Mortgage:

