

3.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 006322

2005 JAN 27 AM 10:00

MICHAEL A. BROWN
RECORDER

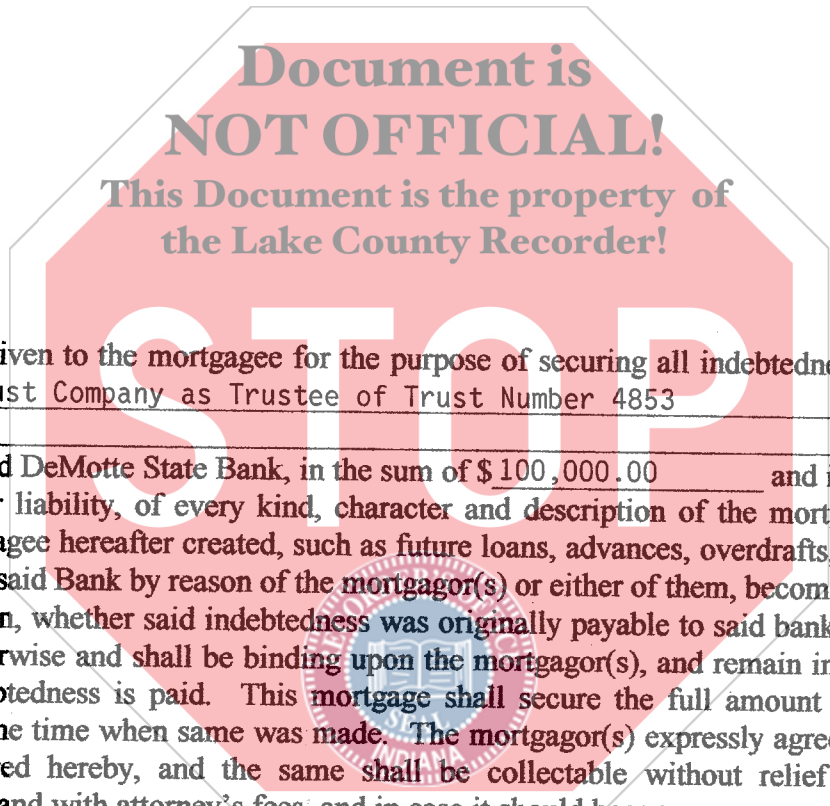
Chicago Title Insurance Company

INDEMNIFYING MORTGAGE

620050198 M

THIS INDENTURE WITNESSETH, That Lake County Trust Company as Trustee of
Trust Number 4853
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:

**See Attach



This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing by
Lake County Trust Company as Trustee of Trust Number 4853

mortgagor(s) to said DeMotte State Bank, in the sum of \$ 100,000.00 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
appraisement 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 as Trustee of Trust Number 4853

has hereunto set their hands and seals this 19th day of January, 2005

Lake County Trust Company

SEE SIGNATURE PAGE ATTACHED

165
eb #
32710

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.

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" 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 its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

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 this 21st day of January, 2005.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated April 9, 1997, and known as Trust No. 4853.

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 21st day of January, 2005.

Hesta Payo
Hesta Payo, Notary Public

Resident of Lake County, Indiana.

My Commission Expires: 10-11-07

** THAT PART OF THE EAST HALF OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4, 400.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, SAID POINT BEING AT THE INTERSECTION WITH A LINE, SAID LINE BEING PARALLEL WITH AND 400.00 FEET WEST AS MEASURED PERPENDICULAR TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS WEST (BASIS OF BEARINGS IN THIS DESCRIPTION: EAST LINE WILDWOOD ESTATES ADDITION AS SHOWN IN PLAT BOOK 45 PAGE 95 IN THE OFFICE OF THE RECORDER OF SAID COUNTY), ALONG SAID PARALLEL LINE, 250.00 FEET TO THE INTERSECTION WITH A LINE, SAID LINE BEING PARALLEL WITH AND 250.00 FEET NORTH AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID PARALLEL LINE 400.00 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 20 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE, 720.71 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 317 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 217.00 FEET; THENCE WEST 282 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE REAL ESTATE CONVEYED TO ADELINE SMITH IN A QUIT CLAIM DEED RECORDED OCTOBER 30, 1985 AS DOCUMENT NO. 826725 SAID CORNER BEING ALSO ON THE WESTERLY LINE OF A 30 FOOT DRIVE, SAID DRIVE AS RECITED IN THE FOLLOWING DEEDS: (1) QUIT CLAIM DEED RECORDED OCTOBER 30, 1985 AS DOCUMENT NO. 826725. (2) WARRANTY DEED RECORDED JULY 18, 1977 AS DOCUMENT NO. 417806 AND (3) QUIT CLAIM DEED RECORDED OCTOBER 30, 1985 AS DOCUMENT NO. 826726; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 1.0 FOOT MORE OR LESS TO THE NORTHEAST CORNER OF THE REAL ESTATE CONVEYED IN WARRANTY DEED TO CEDAR LAKE BUILDING RECORDED JULY 18, 1977 AS DOCUMENT NO. 417806 AND ALSO BEING THE INTERSECTION WITH A LINE, SAID LINE BEING PARALLEL WITH AND 1.0 FOOT WEST AS MEASURES PERPENDICULAR TO THE WESTERLY LINE OF SAID 30 FOOT DRIVE; THENCE SOUTH 10 DEGREES 03 MINUTES 20 SECONDS WEST ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED SOUTHERLY, 762.97 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE 31.5 FEET TO THE INTERSECTION OF THE LINE, SAID LINE BEING THE EASTERLY LINE OF SAID 30 FOOT DRIVE EXTENDED SOUTHERLY; THENCE NORTH 10 DEGREES 03 MINUTES 20 SECONDS EAST ALONG SAID EASTERLY LINE AND SOUTHERN EXTENSION, 253.9 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 108.89 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 11 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 250.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID SOUTH LINE 150.00 FEET TO THE POINT OF BEGINNING.