

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 JAN 27 AM 10:00

MICHAEL A. LUDAN  
RECORDER

2005 006323

Chicago Title Insurance Company

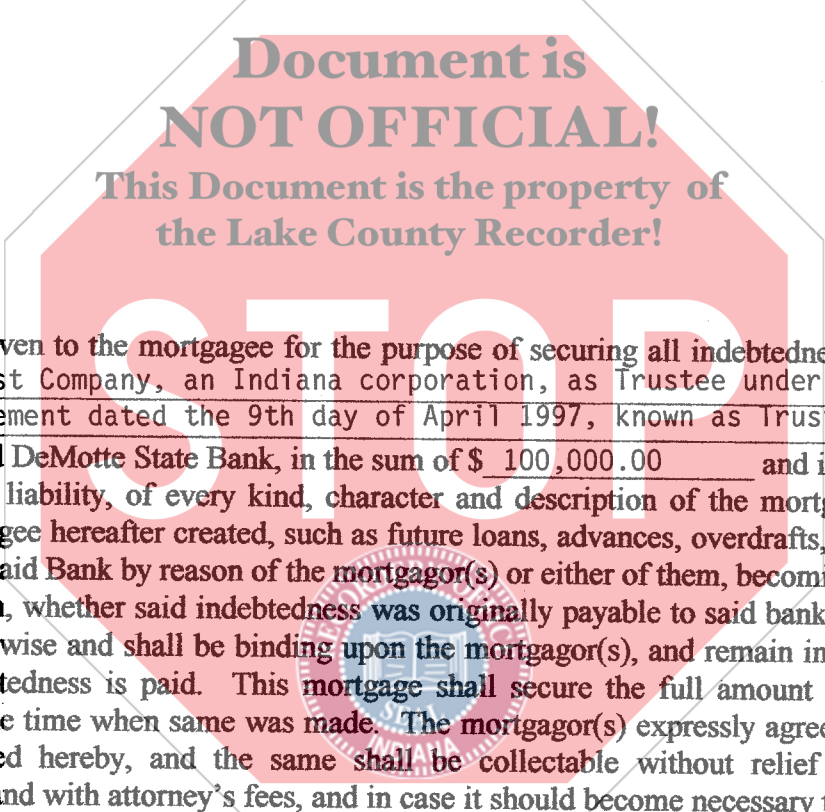
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### INDEMNIFYING MORTGAGE

**THIS INDENTURE WITNESSETH, That** Lake County Trust Company, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated the 9th day of April 1997\*\* 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:

\*\*known as Trust Number 4854

The North 120 feet of the West 20.98 rods of the South 20.65 rods of the Southwest Quarter of the Northwest Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana.



This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing by Lake County Trust Company, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated the 9th day of April 1997, known as Trust Number 4854 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 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, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated the 9th day of April 1997, known as Trust Number 4854

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

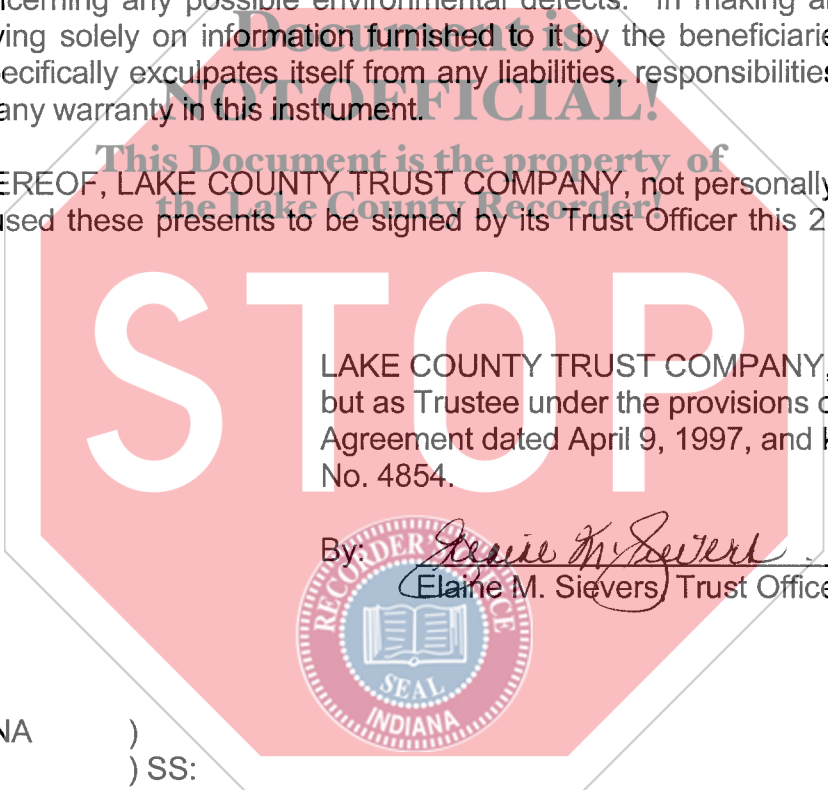
\_\_\_\_\_  
Lake County Trust Company  
SEE SIGNATURE PAGE ATTACHED

*Handwritten initials and numbers:*  
Ch #  
32710  
32738

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 21<sup>st</sup> 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. 4854.

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 21<sup>st</sup> day of January, 2005.

Hesta Payo  
Hesta Payo, Notary Public

Resident of Lake County, Indiana.

My Commission Expires: 10-11-07