

4.

Chicago Title Insurance Company

2006 045909

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2006 MAY 31 AM 9:35
MICHAEL A. BROWN
RECORDER

620060520 LD

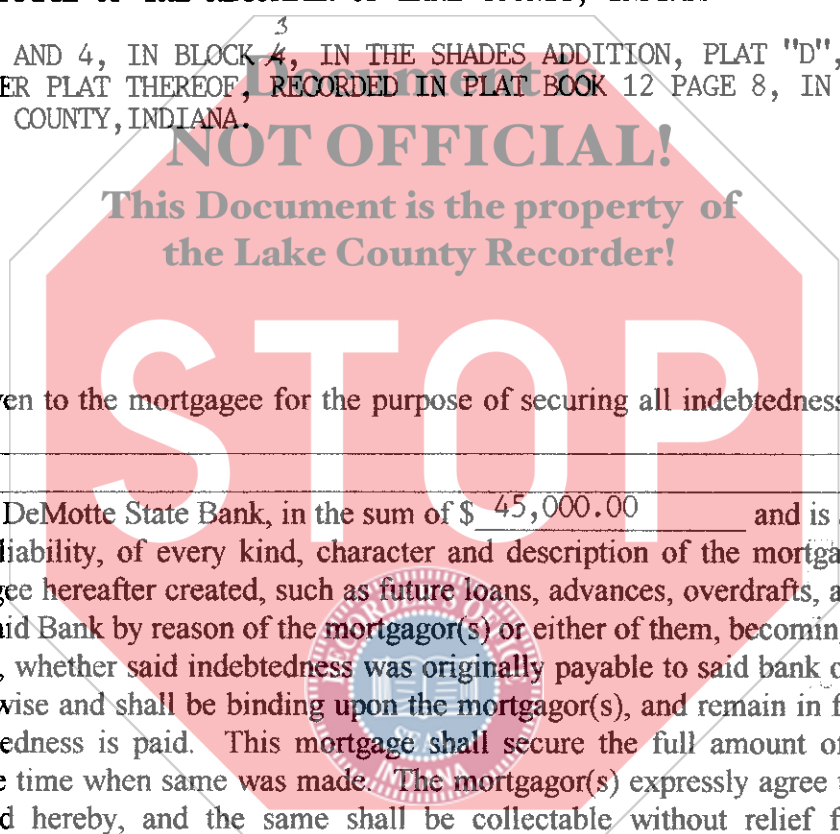
INDEMNIFYING MORTGAGE

THIS INDENTURE WITNESSETH, That LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 23, 2006 & KNOWN AS TRUST NO. 5720 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:

PARCEL 1: LOTS 3 TO 8, BOTH INCLUSIVE, IN BLOCK 1, IN THE SHADES ADDITION, PLAT "D", IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: LOTS 3, 4 AND 8 TO 24, BOTH INCLUSIVE, IN BLOCK 2, IN THE SHADES ADDITION, PLAT "D", IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3: LOTS 3 AND 4, IN BLOCK 4, IN THE SHADES ADDITION, PLAT "D", IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



2006
082112

This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing by TRUST NO. 5720

mortgagor(s) to said DeMotte State Bank, in the sum of \$ 45,000.00 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 ELAINE M. SIEVERS, TRUST OFFICER OF LAKE COUNTY TRUST COMPANY, AS TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 23, 2006 AND KNOWN AS TRUST NO. 5720

has hereunto set HER hand and seal S this 22ND day of MARCH, 2006 LAKE COUNTY TRUST COMPANY, TRUST NO. 5720

SEE SIGNATURE PAGE ATTACHED

ELAINE M. SIEVERS, TRUST OFFICER

PLEASE RETURN TO: DEMOTTE STATE BANK
PO BOX 346
LOWELL, IN 46356

This Mortgage is being re-recorded to correct scrivners errors

\$21
CT
206
CT DC
cm

State of Indiana

ss:

County of LAKE

Before the undersigned, a Notary Public in and for said County and State this 22ND day of MARCH, 2006

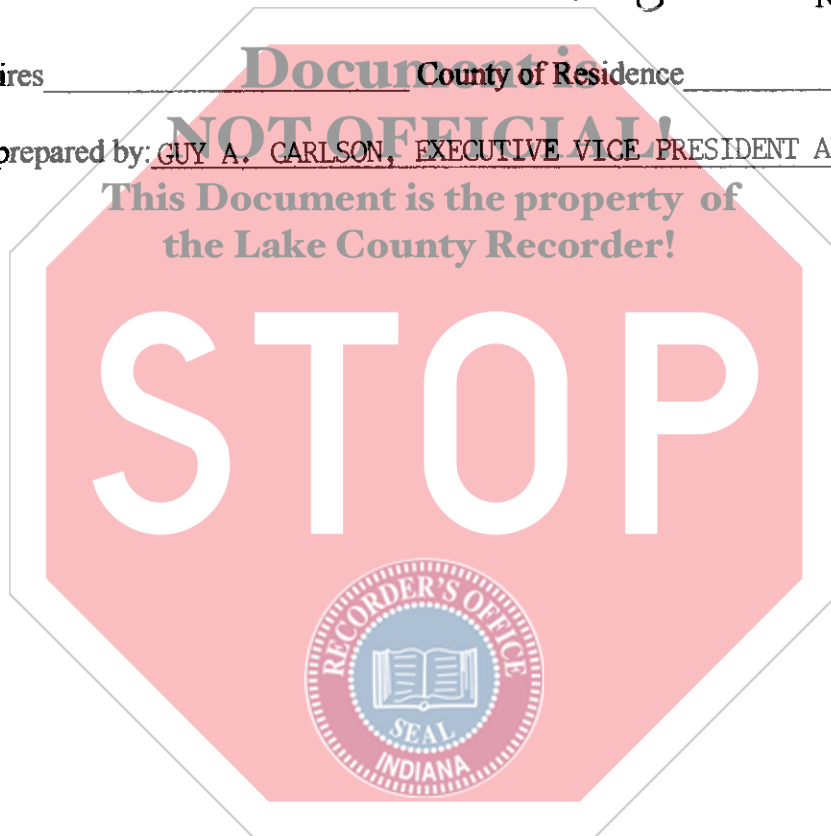
PERSONALLY APPEARED ELAINE M. SIEVERS, TRUST OFFICER OF THE LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JANUARY 23, 2006 and KNOWN AS TRUST NO. 5720

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

Witness my hand and Notarial Seal. see attached page **NOTARY PUBLIC**

My Commission Expires _____ County of Residence _____

This instrument was prepared by: GUY A. CARLSON, EXECUTIVE VICE PRESIDENT AND BRANCH MANAGER



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 22nd day of March, 2006.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 23, 2006, and known as Trust No. 5720.

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 22nd day of March, 2006.

Hesta Payo
Hesta Payo, Notary Public

My Commission Expires: 10-11-07

Resident of Lake County, Indiana.

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

