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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL A. BROWN RECORDER

LAKE COUNTY TRUST COMPANY, as Trustee under

120075585 M

INDEMNIFYING MORTGAGE

THIS INDENTURE WITNESSETH, That LAKE COUNTY TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated September 21, 1988 as Trust No. 3875
of Lake County, in the State of Indiana, hereby mortgage and warrant to the DEMOT
STATE BANK, Jasper County, Indiana the following described property in the County ofLake
and State of Indiana, to wit:
***See Legal Description attached
Document is
MOTORITOTATA
NOT OFFICIAL!
This mortgage is given to the mortgagee for the purpose of securing all indebtedness already owing
the Lake County Recorder!
mortgagor(s) to said DeMotte State Bank, in the sum of \$_10,740.00 and is also given to secu
all indebtedness or liability, of every kind, character and description of the mortgagor(s), or either
them, to the mortgagee hereafter created, such as future loans, advances, overdrafts, and all indebtedne that may accrue to said Bank by reason of the mortgagor(s) or either of them, becoming surety or endors
for any other person, whether said indebtedness was originally payable to said bank or has come to it
assignment or otherwise and shall be binding upon the mortgagor(s), and remain in full force and effective assignment or otherwise and shall be binding upon the mortgagor(s).
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 a
indebtedness secured hereby, and the same shall be collectable without relief from valuation a appraisement laws and with attorney's fees, and in case it should become necessary to appoint a Receive
for any property that may be secured by this mortgage, it shall not be necessary to serve notice upon t
mortgagor.
In Witness Whereof Lake County Trust Company, as Trustee under the provisions of
a Trust Agreement dated September, 1988 as Trust No. 3875
he herewate set hand and tool (1) this time day of
hahereunto sethandand sealthisday of,
SEE SIGNATURE PAGE ATTACHED



State of Indiana		
County of		
Before the undersigned, a Notary Public in and for said County and State this day of		
Acknowledged the execution of the above an forth.	d foregoing mortgage for the uses and purposes therein set	
Witness my hand and Notarial Seal.		
	NOTARY PUBLIC	
My Commission Expires	County of Residence	
This instrument was prepared by:		
in this document, unless required by law."	The save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care to redact each Social Security number of the save taken reasonable care	
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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 29th day of October 2007.

This Docume Lake COUNTY TRUST COMPANY, not personally the Lake (but as Trustee under the provisions of a Trust Agreement dated September 21, 1988, and known as Trust No. 3875.

By: Elaine M. Stevers, 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 29th day of October, 2007.

Hesta Smith, Notary Public

My Commission Expires: 10-11-15 Resident of Lake County, Indiana.

Parcel 1: Part of the North half of the Northeast Quarter of Section 11, Township 33 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows:

Beginning at the Southwest corner of the North half of the Northeast Quarter of said Section 11; thence North 00 degrees 00 minutes 49 seconds East along the West line of said Northeast Quarter a distance of 542.54 feet, more or less, to a point 786.00 feet South of the North line of the said Northeast Quarter; thence South 88 degrees 35 minutes 56 seconds East, parallel to said North line 825.05 feet to the center line of Sherman Street, as dedicated on the plat of Westdale Estates, recorded in Plat Book 81, page 52, in the Recorder's Office of Lake County, Indiana, thence South 00 degrees 00 minutes 49 seconds West along the center line of Sherman Street, 542.38 feet to the South line of the North half of the Northeast Quarter of Section 11; thence North 88 degrees 36 minutes 35 seconds West, 825.04 feet to the point of beginning; EXCEPTING THEREFROM that part of the land lying within the land conveyed by William J. Langen and Ila L. Langen, husband and wife, to the Board of County Commissioners, Lake County, Indiana, in the Quit-Claim Deed dated July 11, 1969 and recorded July 16, 1969, as document 24184, in the Recorder's Office of Lake County, Indiana and also EXCEPTING that part lying within Westdale Market, a Planned Business Center, as per plat thereof, recorded in Plat Book 100, page 98, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Parcels A, B and C in Westdale Market, a Planned Business Center, as per plat thereof, recorded in Plat Book 100, page 98, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part of the land lying within the land conveyed by William J. Langen and Ila L. Langen, husband and wife, to the Board of County Commissioners Lake County, Indiana, in the Quit-Claim Deed dated July 11, 1969, and recorded July 16, 1969, as Document No. 24184, in the Recorder's Office of Lake County, Indiana

