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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS

2008 064290

2008 SEP 12 AM 9:52

MICHAEL A. BROWN
RECORDER

INDEMNIFYING MORTGAGE

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This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of September 8, 2008, by **JJE Properties, LLC, an Indiana limited liability company** with an address of 8505 W. 141st Lane, in Cedar Lake, Indiana 46303 ("Borrower"), for the benefit of **DEMOTTE STATE BANK**, an Indiana state bank, with an address of 1615 E. Commercial Ave., P.O. Box 346, Lowell, Indiana 46356 ("Lender"). Borrower hereby irrevocably grants, encumbers, conveys, assigns, transfers, mortgages and warrants to Lender, its successors and assigns, all of its estate, title and interest in and to the following, now existing or hereafter arising in the real property located in Lowell, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

That part of the Southeast Quarter of Section 25, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana lying South of the center line of the Northern Indiana Public Service Company and Southeasterly of the center line of West Creek Lateral No. 4, described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence West, along the South line of said Southeast Quarter, 2381 feet, more or less, to the center line of West Creek Lateral No. 4; thence Northeasterly, along said center line, 1600 feet, more or less, to the center line of said NIPSCO Easement; thence Easterly, along said NIPSCO Easement center line, 955 feet to the East line of said Southeast Quarter; thence South, along said East line, 678 feet to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: That part of the Southeast Quarter of Section 25, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the center line of the Northern Indiana Public Service Company Easement and Southeasterly of West Creek Lateral No. 4, more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 88 degrees 48 minutes 16 seconds West, along the South line of said Southeast Quarter, a distance of 800.00 feet to the Point of Beginning; thence continue along said South line North 88 degrees 48 minutes 16 seconds West, a distance of 1581.00 feet to the center line of West Creek Lateral No. 4; thence North 66 degrees 29 minutes 25 seconds East, a distance of 1556.10 feet, more or less, to the center line of said NIPSCO Easement; thence South 13 degrees 14 minutes 00 seconds East, a distance of 671.55 feet to the place of beginning.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: Part of the Southeast Quarter of Section 25, Township 33 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows; Commencing at the Southeast corner of said Southeast Quarter; thence North 88 degrees 48 minutes 16 seconds West, along the South line of said Southeast Quarter, a distance of 800.00 feet; thence North 13 degrees 14 minutes 00 seconds West, a distance of 206.51 feet; thence South 88 degrees 48 minutes 16 seconds East, parallel with said South line, a distance of 847.71 feet to the East line of said Southeast Quarter; thence South 00 degrees 07 minutes 17 seconds West, along said East line, a distance of 200.04 feet to the point of beginning.

Known as: 18850 Calumet Ave., Lowell, IN

This Mortgage is made pursuant to Indiana Code § 32-29-10-1 *et seq.* as a series mortgage to secure the payment of: (i) that certain Promissory Note dated September 8, 2008 payable to the order of Lender in the original face amount of Twenty thousand three hundred thirty-five and 00/100 Dollars (\$20,335.00) with a Maturity Date of not later than September 8, 2010, and all extensions, renewals, reamortizations, restatements, modifications and amendments thereof; (the "Note") which shall be the original security instrument as defined in Indiana Code § 32-29-10-3; (ii) all supplemental indentures, as defined in Indiana Code § 32-29-10-4; (iii) all future advances, obligations or advances made by Lender to Borrower in the aggregate up to Twenty thousand three hundred thirty-five and 00/100 Dollars (\$20,335.00), shall, in each instance, be secured by this Mortgage in accordance with Indiana Code § 32-29-1-10, pursuant to the provisions of this Mortgage; and (iv) all indebtedness or liability, of every kind, character and description of Borrower(s) to Lender created before or hereafter created, such as future loans, advances, overdrafts, and all indebtedness that may accrue to Lender by reason of the Borrower(s), becoming surety

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or endorser for any other person, whether said indebtedness was originally payable to Lender or has come to it by assignment or otherwise and shall be binding upon the Borrower(s), and remain in full force and effect until all said indebtedness is paid (collectively, the "Indebtedness"). This Mortgage shall secure the full amount of said Indebtedness without regard to the time when same was made. Borrower(s) expressly agree to pay all 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 Borrower(s).

Pursuant to Indiana Code § 32-29-10-5, the lien of this Mortgage shall expire ten (10) years after the maturity date of the Note secured hereby, September 8, 2020, as such expiration date shall be extended by subsequent bonds, notes or debentures secured hereby and evidenced by subsequent amendments hereto.

This Indemnifying Mortgage has been executed by the undersigned effective as of the date and year first set forth above.



STATE OF INDIANA)
) SS:
 COUNTY OF Lake)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kathleen M. Blink Manager and Thomas R. Echterling, Manager, who executed the foregoing Indemnifying Mortgage and acknowledged the signing and execution of said instrument to be such person(s) voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on this 8th day of September, 2008.

My Commission Expires:

5-10-2014

and Resident of Lake County

Rosemarie E. Moyer
 Rosemarie E. Moyer, Notary Public



This instrument was prepared by: Guy A. Carlson, Exec. V.P. & Branch Manager

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Guy A. Carlson, Exec. V.P. & Branch Manager