

TICOR TITLE INSURANCE
929-9491

DEMOTTE STATE BANK
Lowell Banking Center
P.O. Box 346
Lowell, IN 46356

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WEHN RECORDED RETURN TO:

Chad Evenhouse, President of Evenhouse Construction Inc.

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

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 January 5, 2010 payable to the order of Lender in the original face amount of One Hundred Sixty-Nine Thousand Five Hundred and 00/100 Dollars (\$169,500.00) with a Maturity Date of not later than July 6, 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 One Hundred Sixty-Nine Thousand Five Hundred and 00/100 Dollars (\$169,500.00), 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 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).

COMMONLY KNOWN AS: 17398-17400 Brookwood Drive, Lowell, Indiana 46356
Lot 80 in Brookwood Subdivision Unit 5, in the Town of Lowell, as per plat thereof, recorded in Plat Book 101 page 49, in the Office of the Recorder of Lake County, Indiana.

This INDEMNIFYING MORTGAGE (the "Mortgage") is made effective as of January 5, 2010, by Evenhouse Construction Inc., an Indiana Corporation with an address of 17646 Morse Rd., in Lowell, Indiana 46356 ("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, 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 Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

INDEMNIFYING MORTGAGE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 JAN 12 AM 9:20
CAROLYN A POLLARD
ACTING RECORDER

2010 001771

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**This Document is the property of
the Lake County Recorder!**

STOP



"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, EX VP & LOWELL BRANCH MANAGER

This instrument was prepared by: GUY A. CARLSON, EX VP & LOWELL BRANCH MANAGER

My Commission Expires: 5-10-2014
and Resident of Lake County
Rosemarie E. Moyer, Notary Public
Rosemarie E. Moyer

IN TESTIMONY WHEREOF, I have herunto subscribed my name and affixed my notarial seal, on this 5th day of January, 2010.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Chad Evenhouse, President of Evenhouse Construction Inc., 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.

STATE OF INDIANA)
COUNTY OF Lake)
(SS:
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