

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 004322

2010 JAN 25 AM 8:50

CAROLYN J. FOLLARD
ACTING RECORDER

INDEMNIFYING MORTGAGE

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of November 13, 2009, by **Double "J" Development, LLC, an Indiana Limited Liability Company** with an address of 3570 E. 181st Ave., in Hebron, Indiana 46341 ("Borrower"), for the benefit of **DEMOTTE STATE BANK**, an Indiana state bank, with an address of 210 S. Halleck Street, P.O. Box 400, DeMotte, Indiana 46310 ("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 Hebron, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

Lot 1A, in the Replat of Anchor Truck Center, as per plat thereof recorded January 9, 2007, in Plat Book 100 page 78, as Document No. 2007 002373, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 3570 E. 181st Ave., Hebron, IN. 46341.

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 November 13, 2009 payable to the order of Lender in the original face amount of Four hundred thirty-three thousand four hundred sixty-three and 41/100 Dollars (\$433,463.41) with a Maturity Date of not later than November 19, 2019, 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 Four hundred thirty-three thousand four hundred sixty-three and 41/100 Dollars (\$433,463.41), 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).

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, November 19, 2029, 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.

Gerald L. Lagestee, member
Gerald L. Lagestee, Member

Carol J. Lagestee, member
Carol J. Lagestee, Member

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RM

STATE OF INDIANA)
) SS:
COUNTY OF Jasper)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gerald L. Lagestee, Member and Carol J. Lagestee, Member of Double "J" Development, LLC, an Indiana Limited Liability Company, 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 13th day of November, 2009.

My Commission Expires:
January 17, 2017



Laura O'Brien, Notary Public
and Resident of Jasper County

Documents NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

This instrument was prepared by: Daniel J. Ryan, Ex. V.P. & Loan Admin.

"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."

Laura O'Brien

