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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 042799

2011 AUG 10 AM 8:57

MICHELLE R. FAJMAN
RECORDER

MORTGAGE

THIS MORTGAGE, made this 5th day of August, 2011, by and between

PHILIP C RIETVELD, TRUSTEE OF THE PHILIP C RIETVELD TRUST DATED MAY 6, 1997

of Crete, Illinois, (hereinafter referred to as the Mortgagor) and **FARM CREDIT SERVICES OF MID-AMERICA, FLCA**, a corporation, existing and operating under an Act of Congress known as the Farm Credit Act of 1971, as amended, of P. O. Box 34390, Louisville Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of the following:

(a) the repayment of indebtedness in the total principal sum of **\$656,000.00 (Six Hundred Fifty-six Thousand Dollars & 00/100)** evidenced by three promissory note/loan agreements from Mortgagor to Mortgagee (hereinafter referred to as Notes), as follows:

Individuals on Note	Date of Note	Face Principal Amount	Maturity Date
<i>Philip C Rietveld and The Philip C Rietveld Trust</i>	<i>March 29, 2007</i>	<i>\$ 268,000.00</i>	<i>March 1, 2027</i>
<i>Philip C Rietveld and The Philip C Rietveld Trust</i>	<i>January 26, 2010</i>	<i>\$188,000.00</i>	<i>November 1, 2029</i>
<i>Philip C Rietveld and The Philip C Rietveld Trust</i>	<i>January 26, 2010</i>	<i>\$200,000.00</i>	<i>November 1, 2029</i>

executed and delivered to the Mortgagee, and all other indebtedness payable to Mortgagee evidenced by prior liens on the real estate described herein, together with interest as provided in the Notes, which may be adjustable or fixed and which may be converted from one to the other from time to time at the option of the Mortgagor with the consent of the Mortgagee, and all extensions and renewals thereof; (b) the repayment of all other sums, with interest thereon, including, but not limited to, any prepayment fees payable in accordance with said Notes, to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagor of all the warranties, agreements and terms contained in this Mortgage, all without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorneys fees.

WITNESSETH: That the Mortgagor, in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does by these presents MORTGAGE and WARRANT unto the Mortgagee, the following described real estate, together with its rents, issues and profits, and together with all buildings and improvements thereon or hereafter erected thereon and all appurtenances belonging thereto, situated in LAKE County, State of Indiana, to wit:

See Exhibit "A"

To Have and To Hold to the proper use of the Mortgagee forever. And the Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this mortgage, he is well seized of the above-described premises, has a good and indefeasible estate in fee simple, and has good right to encumber them in manner and form as above written; that they are free and clear of all encumbrances, unrecorded conveyances and undisclosed interests whatsoever, and that he will warrant and defend said property, with the appurtenances thereunto belonging, to the Mortgagee, against all lawful claims and demands whatsoever. By execution of this Mortgage, Mortgagor hereby acknowledges receipt of all of the proceeds of each of the respective loans evidenced by the aforesaid Notes.

AMOUNT \$ 22⁰⁰
 CASH _____ CHARGE _____
 CHECK # 2863
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK AB

→
E

Rietveld, Philip C
Ln# 7711318400
Ln# 7711078600
Ln# 7672138000

"EXHIBIT A"

LEGAL DESCRIPTION

Parcel 1:

Part of the Southwest 1/4 of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying East of the Easterly right of way of the Monon Railroad, described as follows: Commencing at the Southwest corner of said section 27; thence South 89 degrees 44 minutes 04 seconds East along the South line of said Section 27 a distance of 1127.76 feet to the Easterly right of way of the Monon Railroad and the point of beginning; thence North 02 degrees 10 minutes 38 seconds East along said Easterly right of way a distance of 2224.36 feet to the centerline of the Sleepy Hollow Ditch; thence along said centerline of the Sleepy Hollow Ditch for the following 6 courses; South 88 degrees 12 minutes 16 seconds East a distance of 15.78 feet South 69 degrees 57 minutes 12 seconds East a distance of 152.51 feet; South 57 degrees 29 minutes 04 seconds East a distance of 408.65 feet; South 46 degrees 37 minutes 15 seconds East a distance of 72.66 feet; South 74 degrees 23 minutes 39 seconds East a distance of 154.14 feet; South 63 degrees 13 minutes 33 seconds East a distance of 116.16 feet to the Westerly line of Cedar Brook First Addition, as per plat thereof, recorded in Plat Book 27 page 44, in the Office of the Recorder of Lake County, Indiana.; thence North 03 degrees 48 minutes 27 seconds West a distance of 21.46 feet to the Northerly bank of Sleepy Hollow Ditch; thence Southerly and Easterly along the Northerly bank of Sleepy Hollow Ditch to the Southwest corner of Lot 1 in said Cedar Brook First Addition, said point being South 03 degrees 48 minutes 27 seconds East a distance of 58.13 feet and South 42 degrees 42 minutes 06 seconds East, a distance of 621.77 feet from the intersection of the centerline of Sleepy Hollow Ditch and the Westerly line of said Cedar Brook First Addition; thence South 89 degrees 46 minutes 09 seconds West a distance of 117.34 feet; thence South 11 degrees 18 minutes 16 seconds East a distance of 537.86 feet; thence South 07 degrees 46 minutes 23 seconds East a distance of 39.63 feet; thence South 06 degrees 09 minutes 31 seconds East a distance of 242.40 feet; thence South 02 degrees 57 minutes 27 seconds East a distance of 68.51 feet; thence North 89 degrees 44 minutes 04 seconds West, a distance of 281.10 feet; thence South 00 degrees 22 minutes 12 seconds West, a distance of 421.30 feet to the South line of said Section 27; thence North 89 degrees 44 minutes 04 seconds West along said South line a distance of 60.00 feet; thence North 00 degrees 22 minutes 12 seconds East a distance of 421.30 feet; thence North 89 degrees 44 minutes 04 seconds West, a distance of 150.00 feet; thence South 00 degrees 22 minutes 12 seconds West a distance of 100.00 feet; thence North 89 degrees 44 minutes 04 seconds West, a distance of 111.15 feet; thence South 00 degrees 22 minutes 12 seconds West a distance of 321.30 feet to the South line of said Section 27; thence North 89 degrees 44 minutes 04 seconds West along said South line a distance of 736.70 feet to the point of beginning.

Parcel 2:

Part of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the centerline of Sleepy Hollow Ditch and West of the West right of way line of the Monon Railroad, described as follows: Commencing at the Southwest corner of said Section 27, said point being the point of beginning; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Section 27, a distance of 2427.19 feet to the Southwest corner of Camelot, as per plat thereof, recorded in Plat Book 70 page 24, in the Office of the Recorder of Lake County, Indiana.; thence South 64 degrees 25 minutes 58 seconds East along the South line of Camelot a distance of 266.44 feet; thence North 89 degrees 56 minutes 11 seconds East a distance of 99.00 feet to the centerline of Sleepy Hollow Ditch; thence along the centerline of Sleepy Hollow Ditch for the following 8 courses: South 60 degrees 01 minutes 07 seconds East a distance of 93.03 feet; South 87 degrees 16 minutes 00 seconds East a distance of 43.00 feet; South 14 degrees 33 minutes 00 seconds East a distance of 58.00 feet; South 87 degrees 26 minutes 00 seconds East a distance of 63.00 feet; North 65 degrees 30 minutes 00 seconds East a distance of 65.00 feet; North 89 degrees 14 minutes 00 seconds East a distance of 269.00 feet; North 86 degrees 23 minutes 00 seconds East a distance of 128.00 feet; South 79 degrees 43 minutes 00 seconds East a distance of 118.00 feet to the Westerly right of way line of the Monon Railroad; thence South 02 degrees 10 minutes 38 seconds West along said Westerly right of way line a distance of 2228.75 feet to the South line of said Section 27; thence North 89 degrees 44 minutes 04 seconds West along said South line a distance of 1027.70 feet to the point of beginning.

The Mortgagor covenants and agrees (1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property; (2) that the proceeds of the Notes secured hereby are used solely for the purposes specified in the respective loan applications; (3) to keep the property insured and provide evidence of such insurance to the satisfaction of the Mortgagee and to use any insurance proceeds in accordance with the policies and procedures of the Mortgagee or to apply such proceeds on the indebtedness hereby secured as the Mortgagee may elect; (4) to maintain the improvements in good repair, to refrain from the commission of waste, to cultivate the property in a good and husbandman like manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) that neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created conditions which may give rise to environmental liability; that no enforcement actions are pending or threatened and that any costs the Mortgagee incurs as a result of environmental liabilities shall become a part of the debt secured hereby, allocated in the sole discretion of Mortgagee; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Mortgagee access to the property for testing and monitoring to forward any notices received from state and federal environmental agencies to Mortgagee; to permit Mortgagee and its agents to enter upon the property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the property with this covenant (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person); that to the best of Mortgagor's knowledge, there are no underground tanks on the property, except as already disclosed, and that any such underground tanks currently or previously located on the property do not now, and never have leaked and there is no contaminated soil located on the property in connection with any of said underground tanks; and to indemnify and hold Mortgagee harmless against any and all claims and losses resulting from a breach of this covenant of the Mortgage; (6) not to assign, lease, sell, convey or impair any crop allotment and/or any acreage allotment now established or hereafter established on the property; (7) to pay all court costs, expenses of title examination, abstract fees, and when lawful, attorneys costs and fees incurred by the Mortgagee involving this Mortgage, the loan it secures and the enforcement thereof, and any such costs, expenses or fees paid or payable by the Mortgagee shall become a part of the debts secured hereby, allocated in the sole discretion of the Mortgagee; (8) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, attorneys fees or title evidence expense, or to maintain insurance as hereinbefore provided, the Mortgagee may do so, and all amounts so paid shall bear interest from date of payment at the rate set out for defaulted payments in the Notes secured hereby and be allocated to the Notes secured hereby in the sole discretion of the Mortgagee; (9) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of the sale, lease or transfer of any interest in any portion of the property, any oil, gas, mining and mineral leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the property and any condemnation proceedings or other seizure of all or part thereof under the right of eminent domain or otherwise, and all moneys received by Mortgagee by reason of this assignment may be applied, at the option and in the sole discretion of the Mortgagee, upon any unpaid amounts of principal and/or interest of the debts secured hereby provided that nothing herein shall be construed as a waiver of the priority of the lien of this Mortgage over any such lease, rights or privileges granted subsequent to the date of this Mortgage; (10) that the Mortgagee may renew or substitute the evidence of indebtedness and may extend and defer the maturity of and reamortize said indebtedness, release any person from liability to repay said indebtedness and any such extensions, deferments, renewals and reamortizations will be secured hereby; (11) that, if any portion of the debts secured hereby were incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (12) if the Mortgagor shall sell, transfer or lease the property, or if the ownership of any portion thereof shall be changed either by voluntary or involuntary transfer or by operation of law, or if the Mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreement herein contained, or if a receiver or trustee for any part of the property is appointed, or if any proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if, in defending any action commenced to foreclose or enforce a lien on any portion of the property, the Mortgagee elects to cross-claim and foreclose the lien of this Mortgage, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set out for defaulted payments in the notes secured hereby, and the Mortgagee shall have the right to enter upon and take possession of the property and to foreclose the lien of this Mortgage; (13) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee appoint a receiver for the property; (14) that if the indebtedness is subject to a guarantee from Farmer's Home Administration, that Mortgagor shall be in default under this mortgage, the above notes and other loan documents should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M; prior to loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12. Mortgagor must demonstrate that Mortgagor is actively applying an approved conservation plan on that land which has been determined to be highly erodible prior to 1990 or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later; and Mortgagor must demonstrate that any production of an agricultural commodity on highly erodible land will

be done in compliance with an approved Soil Conservation Service conservation system; (15) that the omission of the Mortgagee to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default; (16) that upon the payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without any charge paid to the Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs prescribed by law and paid to public officials for the release of this Mortgage; (17) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties; (18) that wherever in this Mortgage either the Mortgagor or the Mortgagee is named or referred to, such naming or reference includes all of the class and assigns, heirs, personal representatives, grantees, or successors of either, as the case maybe; and that the pronoun as used herein in the third person singular, includes the person, number and gender appropriate to the first designation of the parties; (19) all references to the interest rate as referred to hereinabove shall be subject to the interest rate provisions of the Notes secured hereby and any supplemental agreements.

In the event that any provision or clause of this Mortgage conflicts with applicable law or is declared unenforceable by a court of competent jurisdiction or otherwise, then any such provision or clause shall be severable and shall not affect the remaining provisions of this Mortgage or the enforceability thereof.

THE CONDITION OF THIS MORTGAGE is such that if all payments provided for in the Notes are made and each and all the covenants, conditions and agreements, either in the Notes or in this Mortgage, are complied with, then this Mortgage shall be null and void, otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand, the day and year first written above.

Philip C. Rietveld, trustee
PHILIP C RIETVELD, TRUSTEE OF THE PHILIP C RIETVELD
TRUST DATED MAY 6, 1997

See Attached Notary Clause 1 of 1

STATE OF INDIANA

COUNTY OF _____

Before me, _____, a Notary Public in and for said State and County,

this _____ day of _____, _____, personally appeared _____

Thompson, and acknowledged the execution of the foregoing instrument.

My commission expires: _____

County of Residence

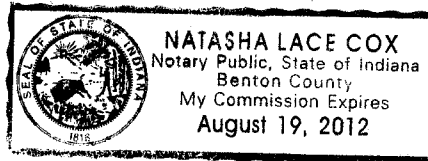
Notary Public

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 Dixie D Schrum

The form of this mortgage was prepared by Farm Credit Services of Mid-America, ACA, FLCA, a corporation, by Nancy J. Sparrow, its Attorney, and completed by Elysea M Goddard, employee.

RIETVELD, PHILIP C
LN#: 7711318400, 7711078600, 7672138000

STATE OF INDIANA)
) SS
COUNTY OF JASPER)



I, Natasha Lace Cox, a Notary Public in and for State and County aforesaid, do hereby certify that on this 5th day of August, 2011 before me personally appeared, **PHILIP C RIETVELD**, as Trustee under the provisions of the **Philip C Rietveld** dated **5/6/97**, as amended, and who acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Rensselaer, IN, on the date last above written.

Natasha Lace Cox
Notary Public

Typed name of Notary Public: Natasha Lace Cox

My commission expires: August 19, 2012

County of Residence: Benton

