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2011 043280

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 AUG 12 AM 9:19

MID-AMERICA TRUST COMPANY
RECORDER

INDIANA MORTGAGE



Z4-662 IN

Z4-662 IN (08/06) Pg. 1

2011 045157

2011 AUG 22 AM 9:29

FILED FOR RECORD

THIS MORTGAGE, made this 2nd day of August, 2011, by and between

DONALD L SYTSMA, AS TRUSTEE OF THE DONALD L SYTSMA TRUST AGREEMENT DATED FEBRUARY 21, 1991

(hereinafter referred to as the Mortgagor), of 9154 CYPRESS DRIVE, DEMOTTE, IN 46310 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 1601 UPS Drive, Louisville, Jefferson County, Kentucky 40223, P. O. Box 34390, Louisville, Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of a note of even date herewith executed and delivered to the Mortgagee, which includes:

- Principal in the sum of: Three Hundred Forty Thousand Six Hundred Dollars And No Cents (\$340,600.00);
- Interest, 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;
- All other sums, including, but not limited to, any prepayment fees payable in accordance with said Note; and
- A repayment plan with the last installment being due on the 1st day of November, 2036;

Without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorney's 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 thereto belonging, situated in LAKE County, State of Indiana to wit:



The South 1/2 of the Northeast 1/4 of Section 35, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana. klp/kdc

FIDELITY CP 920112042

**This mortgage is being re-recorded to put in proper chain of order

DO NOT TYPE BELOW THIS LINE

\$17
FN
CA
1 Ref

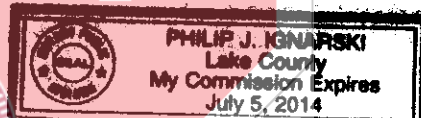
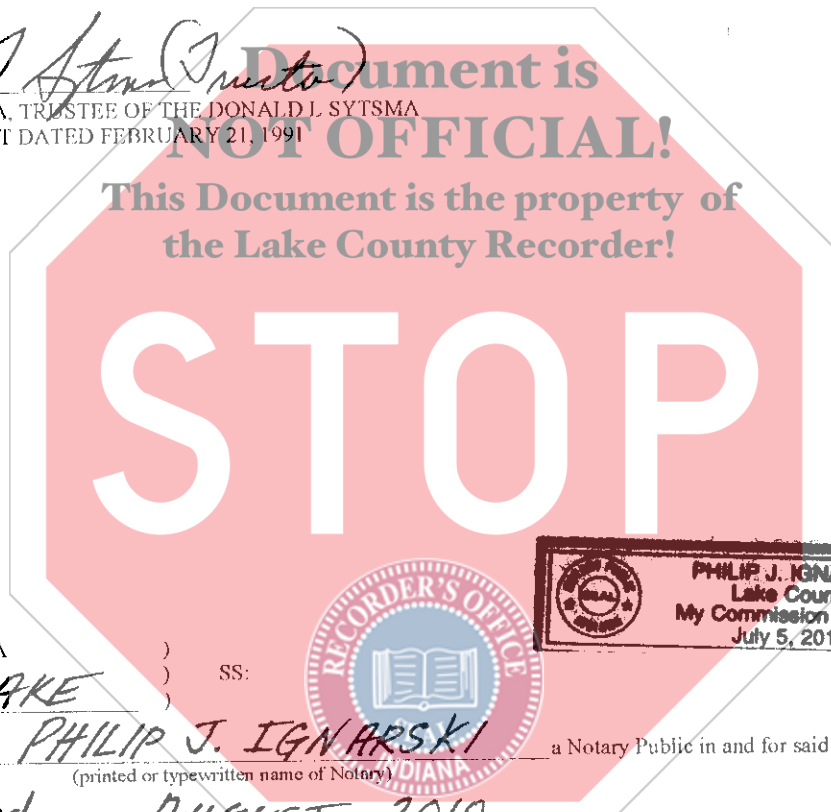
Mortgage: (17) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties; (18) that wherever in this Mortgage either the Mortgagor or the Mortgagee 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 may be; 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 Note or 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 Note are made and each and all the covenants, conditions and agreements, either in the Note 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.

x. *Donald L. Sytsma*
DONALD L. SYTSMA, TRUSTEE OF THE DONALD L. SYTSMA
TRUST AGREEMENT DATED FEBRUARY 21, 1991



STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, PHILIP J. IGNARSKI a Notary Public in and for said State and
(printed or typewritten name of Notary)

County, this 2nd day of AUGUST 2010
DONALD L. SYTSMA
(names(s) of person(s) executing the instrument)

acknowledged the execution of the foregoing instrument.

My Commission expires: 07/05/14
County of Residence: LAKE

Notary Public: *Philip J. Ignarski*
Typed name of Notary Public: PHILIP J. IGNARSKI

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

The form of this mortgage was prepared by Farm Credit Services of Mid-America, FLCA, a corporation, by Nancy Sparrow, its Attorney and completed by Trina Pickering, employee.
(name of employee completing form)