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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 068331

2011 DEC -1 AM 9:14

MICHELLE H. FAJMAN
RECORDER

INDEMNIFYING MORTGAGE

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of November 26, 2011, by **JEROLD G BOSS and CAROL J BOSS, Husband and Wife** with an address of 6404 Belshaw 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, 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:

A part of the East 1/2 of the Northeast 1/4 of Section 35, Township 33 North, Range 9 West of the Second Principal Meridian described as follows:

Commencing at the intersection of the centerline of Belshaw Road and the East line of the East 1/2 of the Northeast 1/4; thence Southwesterly along said centerline 323.60 feet to the place of beginning; thence continuing Southwesterly along said centerline 340.15 feet; thence North along a line which makes an angle of 66 degrees 18 minutes 15 seconds with the previously described line a distance of 663.72 feet; thence Southeasterly along a line which makes an angle of 47 degrees 46 minutes 26 seconds with the previously described line a distance of 271.99 feet; thence Southeasterly along a line which makes an angle of 149 degrees 56 minutes 39 seconds with the previously described line 361.25 feet to the place of beginning, in Lake County, Indiana.

COMMONLY KNOWN AS: 6404 Belshaw Road, Lowell, Indiana 46356

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 26, 2011 payable to the order of Lender in the original face amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) with a Maturity Date of not later than November 26, 2014, 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 Fifty Thousand and 00/100 Dollars (\$50,000.00), 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).

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 26, 2024, 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.

AMOUNT \$ 16.00
CASH _____ CHARGE _____
CHECK # 044824
OVERAGE _____
COPY _____
NON-COM _____
CLERK R.M.

Jerald J Boss
JEROLD G BOSS

Carol J Boss
CAROL J BOSS

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **JEROLD G BOSS and CAROL J BOSS, Husband and Wife**, 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 26th day of November, 2011.

My Commission Expires:
May 10, 2014

Rosemarie E. Moyer
Rosemarie E. Moyer, Notary Public
and Resident of Lake County

This instrument was prepared by: GUY A. CARLSON, Ex. V.P. & Lowell Banking Center 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

PLEASE RETURN TO:

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DEMOTTE STATE BANK
1615 E Commercial Ave.
P O Box 346
Lowell, IN 46356

