

2

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 070795

2011 DEC -8 AM 11:08

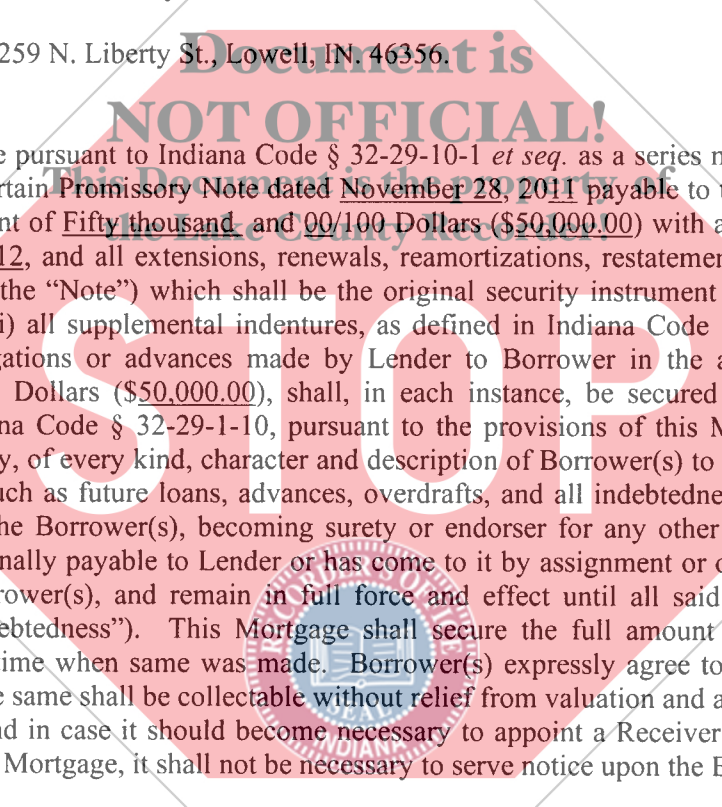
MICHAEL J. HAN  
RECORDER

11-36322 RED INDEMNIFYING MORTGAGE

This INDEMNIFYING MORTGAGE (the "Mortgage") is made effective as of November 28, 2011, by Mark A. Langen with an address of 569 Meadow Brook Dr., in Lowell, Indiana 46356 ("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 Lowell, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, described as follows: Commencing 248 feet West of the Northeast corner of said Southwest Quarter of the Southwest Quarter of said Section 23, and running thence West 12 rods; thence South 7 rods; thence East 12 rods; thence North 7 rods to the place of beginning, in the Town of Lowell, Lake County, Indiana. Except the West 100 feet thereof.

Commonly known as: 259 N. Liberty St., Lowell, IN, 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 28, 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 May 28, 2012, 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, May 28, 2022, 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.

HOLD FOR MERIDIAN TITLE CORP

MT  
↑

AMOUNT \$ 16<sup>00</sup>  
CASH \_\_\_\_\_  
CHECK # 215763  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RS

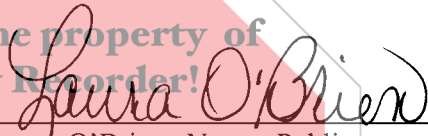
  
\_\_\_\_\_  
Mark A. Langen

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Jasper    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark A. Langen, 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 28<sup>th</sup> day of November, 2011.

My Commission Expires:  
January 17, 2017

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

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

