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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL E. FAJMAN
RECORDER

INDIANA MORTGAGE



Z4-662 IN

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

THIS MORTGAGE, made this 14th day of June, 2012, by and between

LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 6TH DAY OF DECEMBER, 1996 AND KNOWN AS TRUST NO. 4825

(hereinafter referred to as the Mortgagor), of P.O. BOX, LOWELL, IN 46356 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: Five Hundred Ninety Four Thousand Seventy Four Dollars And Sixty Six Cents (\$594,074.66);
- 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 July, 2027;

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:

SEE ATTACHED EXHIBIT A INCORPORATED HEREIN BY REFERENCE

FIDELITY CP
920122025

DO NOT TYPE BELOW THIS LINE

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FN
CA

**FIDELITY NATIONAL
TITLE COMPANY**

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 the loan evidenced by the aforesaid promissory note or notes.

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 Note secured hereby are used solely for the purposes specified in the loan application; (3) to keep the property insured against loss or damage by fire, wind, flood and extended coverage perils, in companies and amounts satisfactory to Mortgagee, 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 husbandmanlike 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; 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 and 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; this covenant and indemnity shall survive foreclosure of this Mortgage or acceptance by Mortgagee of a deed in lieu of foreclosure; (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, attorney's 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 debt secured hereby; (8) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, attorney's 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 Note secured hereby; (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 monies received by Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest 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 debt secured hereby was incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (12) that 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 agreements 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 such 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 note 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 Farm Service Agency, the Mortgagors shall be in default under this mortgage, the above note(s) 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, Mortgagors must demonstrate that Mortgagors are 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 Mortgagors 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 payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without any charge paid to Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs as prescribed by law to public officials for release of this

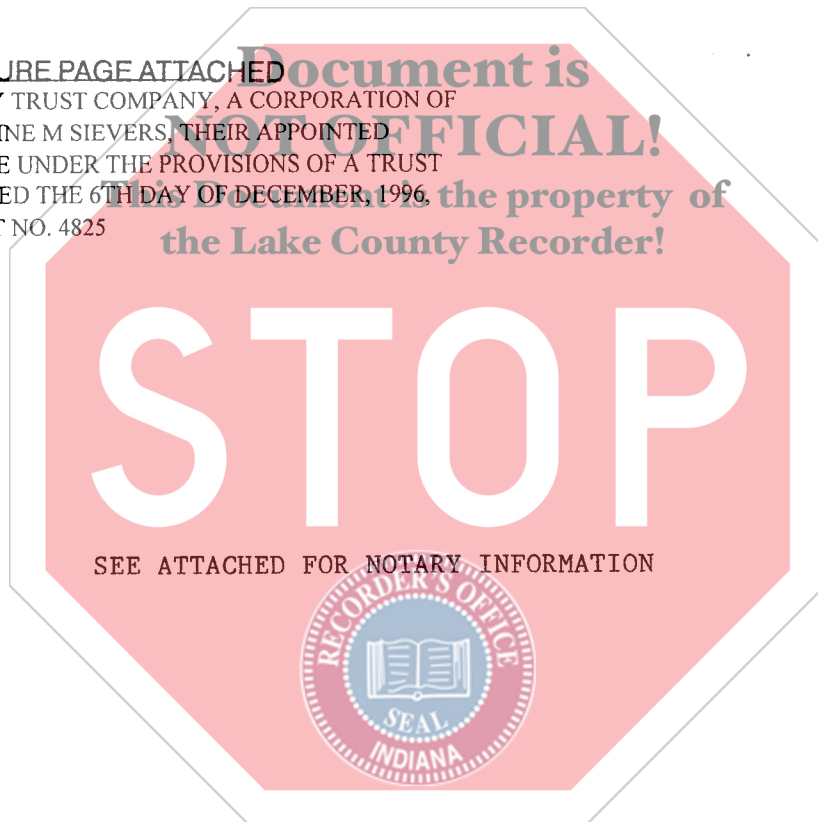
Mortgage: (17) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors, and assigns of the respective parties; (18) that wherever in this Mortgage either the Mortgagor or the Mortgagee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

SEE SIGNATURE PAGE ATTACHED
By: LAKE COUNTY TRUST COMPANY, A CORPORATION OF
INDIANA BY: ELAINE M SIEVERS, THEIR APPOINTED
OFFICER, TRUSTEE UNDER THE PROVISIONS OF A TRUST
AGREEMENT DATED THE 6TH DAY OF DECEMBER, 1996,
KNOWN AS TRUST NO. 4825



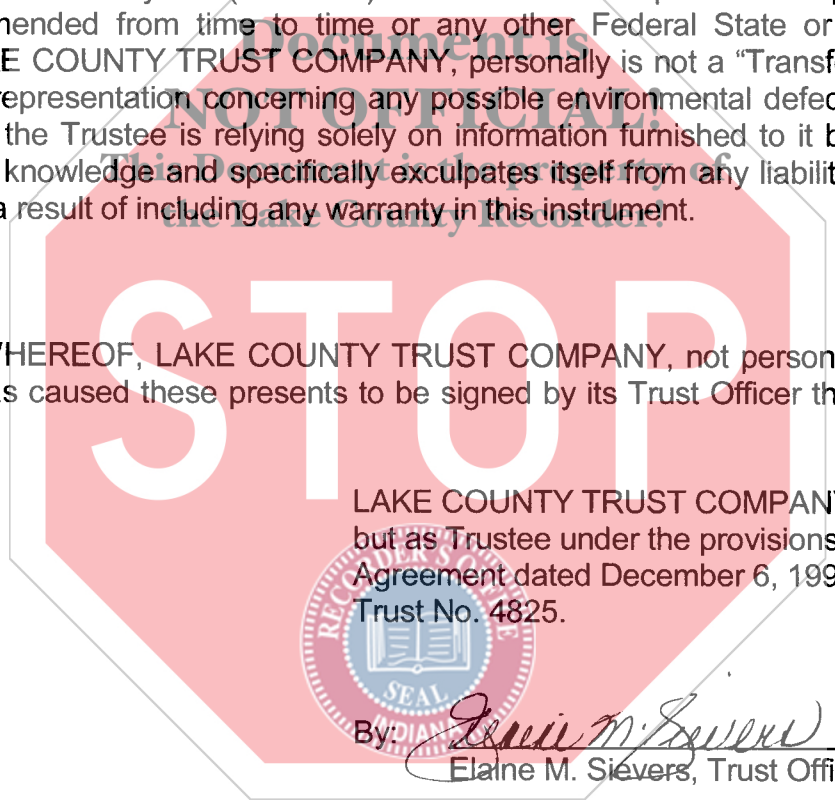
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Diane S. Osburn.

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 Amber Hanford, employee.

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 14th day of June 2012.



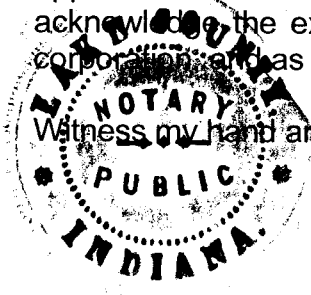
LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 6, 1996, and known as Trust No. 4825.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M. Sievers, Trust Officer of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation; and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 14th day of June 2012.



Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.

920122025

EXHIBIT A

The North Half of the North Half of the Southeast Quarter of Section 3, and that part of the Southwest Quarter of Section 3, lying Northwesterly of the centerline of Singleton Ditch, and the North Half of Section 3, excepting therefrom that part described as beginning at the Northeast corner of said Section and running thence South along the East line thereof 1,475.81 feet; thence West parallel with the North line of said Section 2,951.62 feet; thence North Parallel with the East line of said Section 1,475.81 feet to the North line, thence East along said North line 2,951.62 feet to the place of beginning, all in Township 32 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Except that part described as part of the East half of Section 3, Township 32 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 3; thence North 02 degrees 29 minutes 39 seconds West along the East line of said Section 3, a distance of 2,098.10 feet to the Point of Beginning; thence South 87 degrees 30 minutes 21 seconds West, a distance of 259.45 feet; thence North 16 degrees 29 minutes 07 seconds East, a distance of 53.52 feet; thence North 17 degrees 53 minutes 30 seconds East, a distance of 68.60 feet; thence North 06 degrees 27 minutes 38 seconds East, a distance of 52.46 feet; thence North 13 degrees 37 minutes 40 seconds West, a distance of 55.60 feet; thence North 06 degrees 55 minutes 07 seconds West, a distance of 57.53 feet; thence North 00 degrees 03 minutes 36 seconds West, a distance of 56.14 feet; thence North 04 degrees 04 minutes 12 seconds West, a distance of 10.54 feet; thence North 18 degrees 14 minutes 53 seconds West, a distance of 52.20 feet; thence North 11 degrees 08 minutes 48 seconds West, a distance of 51.82 feet; thence North 16 degrees 41 minutes 57 seconds West, a distance of 59.03 feet; thence North 07 degrees 18 minutes 45 seconds East, a distance of 66.88 feet; thence North 03 degrees 36 minutes 28 seconds West, a distance of 43.46 feet; thence North 14 degrees 29 minutes 16 seconds East, a distance of 58.03 feet; thence North 13 degrees 32 minutes 22 seconds West, a distance of 58.99 feet; thence North 02 degrees 16 minutes 20 seconds West, a distance of 60.97 feet; thence North 41 degrees 00 minutes 39 seconds West, a distance of 71.30 feet; thence North 61 degrees 18 minutes 29 seconds West, a distance of 49.07 feet; thence North 63 degrees 04 minutes 14 seconds West, a distance of 39.38 feet; thence North 82 degrees 00 minutes 35 seconds West, a distance of 37.78 feet; thence

North 87 degrees 30 minutes 21 seconds East, a distance of 400.89 feet; thence South 02 degrees 29 minutes 39 seconds East, a distance of 895.08 feet to the Point of Beginning, in Lake County, Indiana.

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