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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 066893

2012 SEP 24 AM 9:25

MICHELLE R. FAJMAN
RECORDER

INDEMNIFYING MORTGAGE

This **INDEMNIFYING MORTGAGE** (the "Mortgage") is made effective as of September 11, 2012, by **FISHER CONSTRUCTION, INC., AN INDIANA CORPORATION AS TO PARCEL 1** with an address of 16408 Madison Street, 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 Crown Point, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

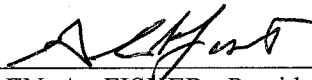
Parcel 1: Lot 29 in The Highlands of Ellendale Farm Unit One, in the City of Crown Point, as per plat thereof, recorded November 5, 2007 in Plat Book 102 page 09, in the Office of the Recorder of Lake County, Indiana.

COMMONLY KNOWN AS: 1149 Hyde Park, Crown Point, Indiana 46307

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 September 11, 2012 payable to the order of Lender in the original face amount of One Hundred Thirty-six Thousand One Hundred Fifty-six and 61/100 Dollars (\$136,156.61) with a Maturity Date of not later than March 12, 2013, 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 Two Hundred Ten Thousand Three Hundred and 00/100 Dollars (\$210,300.00), 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, March 12, 2023, 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.



GLEN A. FISHER, President of Fisher Construction, Inc.

Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

92012-2310

FW
↑

AMOUNT \$ 16⁰⁰
CASH _____ CHARGE \$
CHECK# 045600
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY RM

Tammy S. Fisher

TAMMY S. FISHER, Secretary of Fisher Construction, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **GLEN A. FISHER, PRESIDENT AND TAMMY S. FISHER, SECRETARY OF FISHER CONSTRUCTION, INC., AN INDIANA CORPORATION AS TO PARCEL 1**, 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 11th day of September, 2012.

My Commission Expires:

May 10, 2014

Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder

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

This instrument was prepared by: GUY A. CARLSON, Exec. 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: DeMotte State Bank
1615 E Commercial Ave.
P O Box 346
Lowell, IN 46356

