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MICHAEL S. BROWN  
RECORDER

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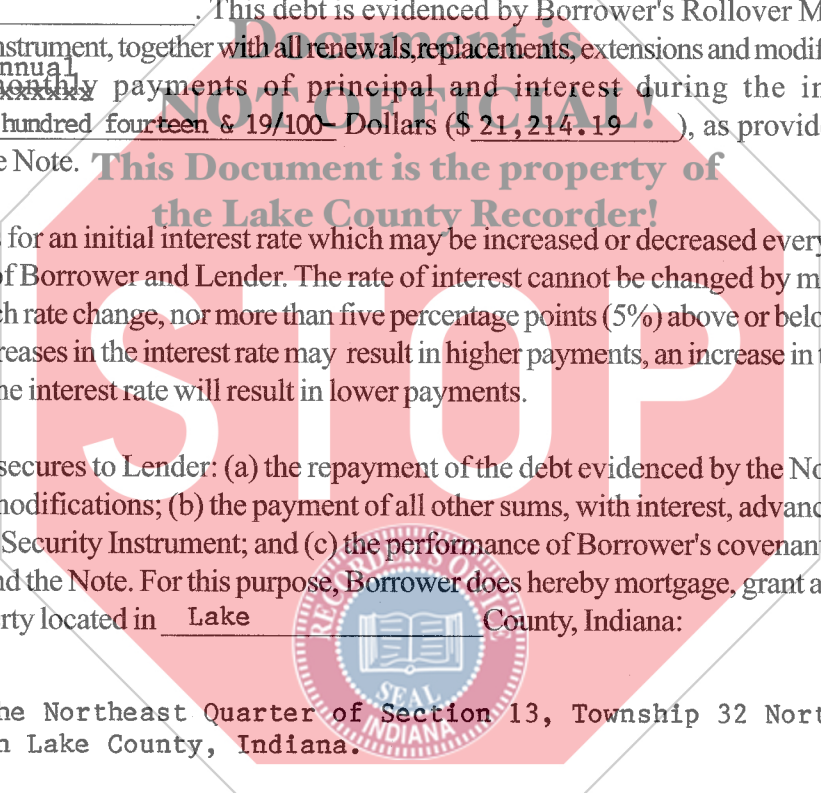
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**ROLLOVER REAL ESTATE MORTGAGE**

THIS ROLLOVER REAL ESTATE MORTGAGE ("Security Instrument") is given on February 4, 2014.  
The mortgagor is Douglas Hayden, as to an undivided 1/2 interest, and Michael Hayden and  
Nicole Hayden, Husband and Wife, as to an undivided 1/2 interest

whose principal address is 23607 Whitcomb St., Lowell, IN 46356  
("Borrower"). This Security Instrument is given to DeMotte State Bank of Jasper County, Indiana, which is organized and  
existing under the laws of Indiana, and whose address is 210 S. Halleck St. PO Box 400, DeMotte, IN  
46310 ("Lender"). Borrower owes Lender the principal sum of  
Two hundred seventy thousand and no/100----- Dollars  
(U.S.\$ 270,000.00 ) which if not paid earlier is due and payable on February 4, 2034

This debt is evidenced by Borrower's Rollover Mortgage Note dated the  
same date as this Security Instrument, together with all renewals, replacements, extensions and modifications thereof ("Note"),  
which provides for ~~monthly~~ <sup>annual</sup> payments of principal and interest during the initial loan period of  
Twenty-one thousand two hundred fourteen & 19/100 Dollars (\$ 21,214.19 ), as provided by the terms, condi-  
tions, and covenants of the Note.



The Note further provides for an initial interest rate which may be increased or decreased every thirty-six (36) months,  
subject to the agreement of Borrower and Lender. The rate of interest cannot be changed by more than one percentage  
point (1%) per year at which rate change, nor more than five percentage points (5%) above or below the initial interest rate  
over the loan term. Net increases in the interest rate may result in higher payments, an increase in the number of payments,  
or both. Net decreases in the interest rate will result in lower payments.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all  
renewals extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under  
this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the  
following described property located in Lake County, Indiana:

Parcel 1:  
The West Half of the Northeast Quarter of Section 13, Township 32 North, Range 10 West  
of the 2nd P.M., in Lake County, Indiana.

Parcel 2:  
The West Half of the Southeast Quarter of Section 13, Township 32 North, Range 10 West  
of the 2nd P.M., in Lake County, Indiana.

which has the address of Bare Farm Ground, 15655 and 14905 Belshaw Rd., Lowell  
Indiana 46356 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
94-82030 Commercial

Chicago Title Insurance Company

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ances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Agreement.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payment received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or taken one or more of the actions set forth above within 10 days of the giving of notice.

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NA

MM  
DH

and shall be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property. Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may

the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and not limited to, representations concerning Borrower's use of the Property. If this Security Instrument is on a leasehold, failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material such a default and reinstates, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or stances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circum-

6. Preservation and Maintenance of Property. Borrower shall establish and use the Property as a

Security Instrument immediately prior to the acquisition.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

the notice is given.

Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when

settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the

abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to

to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower

tion or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied

Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restora-

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably with-

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

MAH  
ADK

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Agreement.

be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to

paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this

17.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph

This Document is the property of  
the Lake County Recorder!

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

Borrower's consent.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of borrower or Borrower's successors in interest shall not operate to release the liability of the original Borrower or Borrower's Successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

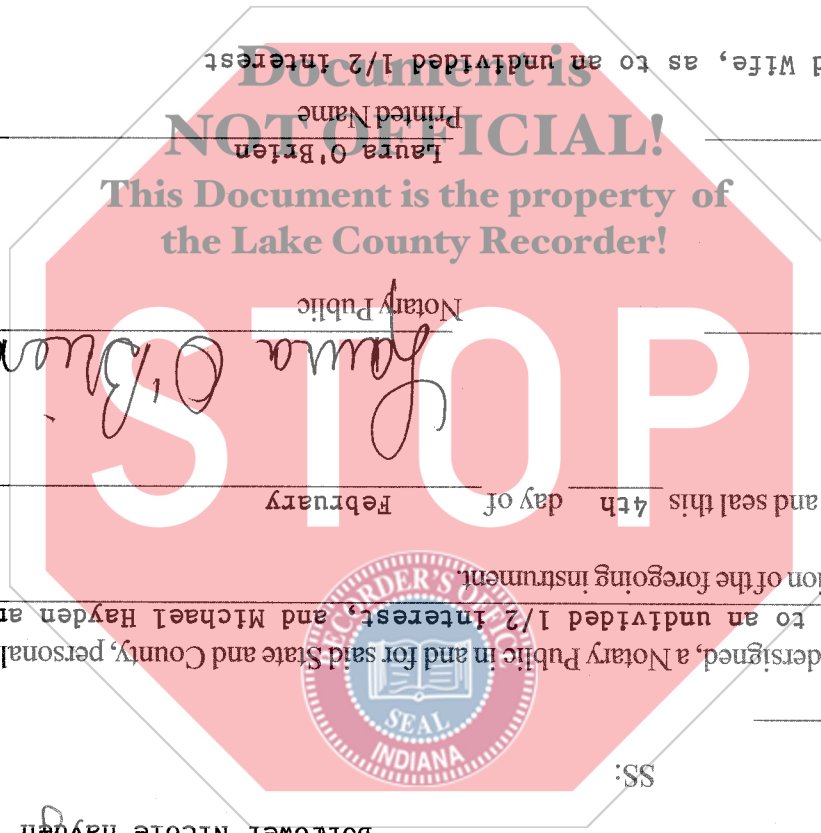
sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower divided by (b) the total amount of the sums secured immediately before the taking; and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking; whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds applied to the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument,



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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



Jasper  
\*Hayden, Husband and wife, as to an undivided 1/2 interest  
Printed Name  
Laura O'Brien

County of Residence:

My commission expires: January 17, 2017  
Notary Public  
Laura O'Brien

Witness my hand and seal this 4th day of February, 2014

and acknowledged execution of the foregoing instrument.  
Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Douglas Hayden, as to an undivided 1/2 interest, and Michael Hayden and Nicole \*

STATE OF INDIANA  
COUNTY OF Jasper

SS: Borrower Nicole Hayden

Borrower Michael Hayden (seal)

Borrower Douglas Hayden (seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider (s) executed by Borrower and recorded with it.