

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. DRO...
RECORDER

MORTGAGE

THIS MORTGAGE, made this 1st day of May, 2015, by and between

MICHAEL HAYDEN AND DOUGLAS HAYDEN; DOUGLAS HAYDEN; MICHAEL HAYDEN AND NICOLE HAYDEN

of 23607 WHITCOMB ST, LOWELL, IN 46356, (hereinafter referred to as the Mortgagors) and **FARM CREDIT 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 KY 40223, P. O. Box 34390, Louisville Kentucky 40232-4390, (hereinafter referred to as Mortgagee).

This Mortgage is given to secure the repayment of the following:

(a) the repayment of indebtedness in the total principal sum of \$1,455,809.79 evidenced by two promissory notes/loan agreements of even date herewith, as follows:

Individual on Note	Face Principal Amount	Maturity Date
<i>Michael D Hayden, Nicole Hayden, Douglas E Hayden and Rebecca Hayden</i>	<i>\$ 997,776.10</i>	<i>June 1, 2035</i>
<i>Michael D Hayden, Nicole Hayden, Douglas E Hayden and Rebecca Hayden</i>	<i>\$ 458,033.69</i>	<i>June 1, 2035</i>

executed and delivered to the Mortgagee, and all other indebtedness payable to Mortgagee evidenced by prior liens on the real estate described herein, together with interest as provided in the promissory notes, 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 Mortgagors with the consent of the Mortgagee, and all extensions and renewals thereof; (b) the repayment of all other sums, with interest thereon, including, but not limited to, any prepayment fees payable in accordance with said Notes, to which Mortgagee may become entitled under this Mortgage; and (c) the performance and observance by Mortgagors of all the warranties, agreements and terms contained in this Mortgage, all without any relief whatever from valuation or appraisal laws, and the Mortgagors further promise and agree to pay reasonable attorneys fees.

WITNESSETH: That the Mortgagors, in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, do 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 belonging thereto, situated in LAKE County, State of Indiana, to wit:

See Attached Exhibit A

To Have and To Hold to the proper use of the Mortgagee forever. And the Mortgagors covenant with the Mortgagee, that at and until the execution and delivery of this mortgage, they are well seized of the above-described premises, have a good and indefeasible estate in fee simple, and have 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 they 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, Mortgagors hereby acknowledge receipt of all of the proceeds of each of their respective loans evidenced by the aforesaid promissory notes.

**FIDELITY NATIONAL
TITLE COMPANY**

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The Mortgagors covenant and agree (1) to pay, when due, all taxes, liens, judgments or assessments lawfully encumbering the property; (2) that the proceeds of the Notes secured hereby are used solely for the purposes specified in the respective loan applications; (3) to keep the property insured 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 husbandman like manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) that neither Mortgagors nor, to the best of Mortgagors' 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, allocated in the sole discretion of Mortgagee; 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 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 Mortgagors or to any other person); that to the best of Mortgagors' 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; (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, attorneys 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 debts secured hereby, allocated in the sole discretion of the Mortgagee; (8) that if the Mortgagors fail to pay when due any tax, lien, judgment, assessment, court cost, attorneys 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 Notes secured hereby and be allocated to the Notes secured hereby in the sole discretion of the Mortgagee; (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 moneys received by Mortgagee by reason of this assignment may be applied, at the option and in the sole discretion of the Mortgagee, upon any unpaid amounts of principal and/or interest of the debts secured hereby 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 evidences 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 debts secured hereby were incurred for the purpose of financing the construction of improvements upon the property, such construction shall not be unreasonably delayed or stopped; (12) if the Mortgagors 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 Mortgagors default in the payment of said indebtedness, or with respect to any warranty, covenant, or agreement 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 Mortgagors, or if Mortgagors become insolvent, or if, in defending any 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 notes 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 Farmer's Home Administration, that Mortgagors shall be in default under this mortgage, the above notes 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 the payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without any charge paid to the Mortgagee. Unless prohibited by applicable law, Mortgagors shall pay any actual recordation costs prescribed by law and paid to public officials for the 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 Mortgagors 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 maybe; 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 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 Notes are made and each and all the covenants, conditions and agreements, either in the Notes 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 Mortgagors have hereunto set their hands, the day and year first written above.

Michael Hayden
MICHAEL HAYDEN

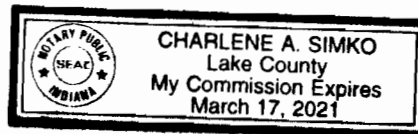
Nicole Hayden
NICOLE HAYDEN

Douglas E. Hayden
DOUGLAS HAYDEN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, Charlene A. Simko, a Notary Public in and for said State and County, this 1st day of May, 2015, Michael Hayden, Nicole Hayden and Douglas Hayden acknowledged the execution of the foregoing instrument.

My commission expires: 3/17/2021



Lake
County of Residence

Charlene A. Simko
Charlene A. Simko, Notary Public

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 Osburn

The form of this mortgage was prepared by Farm Credit Services of Mid-America, FLCA, a corporation, by Nancy J Sparrow, its Attorney, and completed by Sonia Gick, employee.

"EXHIBIT A"

Parcel 1: The fractional North 1/2 of the Northwest 1/4 of Section 30, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom the following described tracts:

Part of the North 1/2 of the Northwest 1/4 of Section 30, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, commencing 1066 feet West of the Southeast corner of said North 1/2 of the Northwest 1/4 tract; thence due North 346 feet; thence due West 378 feet; thence due South 346 feet to the South line of said North 1/2 of the Northwest 1/4; thence due East 378 feet to the place of beginning.

AND ALSO EXCEPT: The West 10 acres of the following described parcel: The fractional North 1/2 of the Northwest 1/4 of Section 30, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom the following described tract: Part of the North 1/2 of the Northwest 1/4 of Section 30, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, commencing 1066 feet West of the Southeast corner of said North 1/2 of the Northwest 1/4 tract; thence due North 346 feet; thence due West 378 feet; thence due South 346 feet to the South line of said North 1/2 of the Northwest 1/4; thence due East 378 feet to the place of beginning.

Parcel 2: The North 1/2 of the Northwest 1/4 of Section 1, Township 32 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part shown on Plat of Survey recorded as Instrument No. 2014-058047, being more particularly described as follows: Part of the North 1/2 of the Northwest 1/4 of Section 1, Township 32 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Section 1; thence South 00 degrees 10 minutes 46 seconds West along the West line of said Section 1, a distance of 850.00 feet, to the Point of Beginning; thence continue along said West line South 00 degrees 10 minutes 46 seconds West a distance of 486.40 feet more or less, to the Southwest corner of the North Half of the Northwest Quarter of said Section 1; thence South 89 degrees 51 minutes 57 seconds East along the South line of said North Half a distance of 315.00 feet; thence North 00 degrees 10 minutes 46 seconds East, parallel with the West line of said Section 1, a distance of 486.16 feet; thence North 89 degrees 49 minutes 14 seconds West a distance of 315.00 feet, to the West line of said Section 1 and the point of beginning.

Parcel 3: 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 4: 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.