) 2017 048305 STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 AUG -3 AM 9: 39
MICHAEL B. BROWN
RECORDER

INDEMNIFYING MORTGAGE

This INDEMNIFYING MORTGAGE (the "Mortgage") is made effective as of July 19, 20_17_, by BRENT SKRZEKUT AND TAMMY SKRZEKUT, HUSBAND AND WIFE with an address of POBOX 163, 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 Lowell, Lake County, Indiana and all buildings and improvements now existing or hereafter placed thereon, to wit:

LOT A-28 AND LOT A-29, HALSTED'S SECOND ADDITION TO LOWELL, AS SHOWN IN MISCELLANEOUS RECORD 'A', PAGE 516, IN LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 120 Wall St, Lowell, Indiana 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 1116 19, 2015 payable to the order of Lender in the original face amount of Forty-eight Thousand Five Hundred and 00/100 Dollars (\$48,500.00) with a Maturity Date of not later than July 19, 2018, and all extensions, renewals, reamortizations, restatements, modifications and amendments thereof; (the 'I'defined in Indiana Code § 32-29-10-3; (ii) all s) which shall be the original security instrument as emental indentures, as defined in Indiana Code § 32-29-10-4; (iii) all future advances, cobligations of advances made by Cender to Borrower in the aggregate up to Forty-eight Thousand Five Hundred and 00/100 Dollars (\$48,500.00), 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 appraisement 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 bence this Mortgage shall expire ten (10) years after the maturity date of the Note secured hereby, <u>July 19</u>, 2028, 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.

BRENT SKRZEKUT

TAMMY SKRZEKUT

AMOUNT \$ SS.00

CASH___CHARGE
CHECK#_OSO356

OVERAGE
COPY_
NON-CONF___
DEPUTY___#\$

STATE OF INDIANA)
) SS:
COUNTY OF <u>LAKE</u>)

BEFORE ME, a Notary Public in and for said County and State, personally appeared <u>BRENT SKRZEKUT AND TAMMY SKRZEKUT</u>, <u>HUSBAND AND WIFE</u>, 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 19th day of July, 2017.

My Commission Expires:

, Ö.

May 10,-2022

and Resident of Lake County

Document is

semarię E. Moyer, Notary

NOT OFFICIAL!

This instrument was prepared by GUY A. CARLSON, EXEC V P & LOWELL BANKING CENTER MANAGER Lake County Recorder!

"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, EXEC V P & LOWELL BANKING CENTER MANAGER

PLEASE RETURN TO: DeMotve State Bank

1615 E. Commercial Ave.

1 0 Fox 346

1 Juveli, FN 46356