GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY RECORDED AS PRESENTED 2024-020353

8:33 AM

2024 Aug 2

(Space Above This Line For Recording Data)

LOAN ORIGINATOR COMPANY NAME: DeMotte State Bank NMLS COMPANY IDENTIFIER: 433211 LOAN ORIGINATOR NAME: Jeffery L. Sawaska NMLS ORIGINATOR IDENTIFIER: 441787

MORTGAGE THIS IS A CONSTRUCTION MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on July 23, 2024. The mortgagors are Mark H. Isaac and Sandra J Isaac, husband and wife, whose address is 4035 216TH ST, MATTESON, Illinois 60443 ("Mortgagor"). Mortgagor is not necessarily the same as the Person or Persons who sign the Note. This Security Instrument is given to DeMotte State Bank, which is organized and existing under the laws of the State of Indiana and whose address is 10119 W. 133rd Ave., P.O. Box 683, Cedar Lake, Indiana 46303 ("Lender"). MARK H ISAAC and SANDRA J ISAAC ("Borrower") owe Lender a principal sum of money evidenced by a note, consumer loan agreement, or similar writing dated the same date as this Security Instrument (the "Note"), which provides for monthly payments ("Periodic Payments"), with the full debt, if not paid earlier, due on April 23, 2025. The note, consumer loan agreement, or similar writing, and any future debt or obligation of Borrower to Lender as set forth in the Section titled SECURED INDEBTEDNESS; PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES AND OTHER LOAN CHARGES below (the "SECURED INDEBTEDNESS"), is secured by this Security Instrument in an amount not to exceed a MAXIMUM PRINCIPAL AMOUNT of Five Hundred Forty-three Thousand Two Hundred and 00/100 Dollars (U.S. \$543,200.00). This Maximum Principal Amount does not include interest or other fees and charges made pursuant to this Security Instrument, nor does it include advances made under the terms of the Security Instrument to protect Lender's security or to perform any of the covenants contained herein. This Security Instrument secures to Lender the repayment of the Secured Indebtedness, and the performance of the covenants and agreements under this Security Instrument and the Secured Indebtedness. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including future advances, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; and (c) the performance of the covenants and agreements under this Security Instrument and the Note. For this purpose, Mortgagor, in consideration of the debt, does hereby mortgage, grant and convey to Lender all of Mortgagor's right, title, and interest in and to the following described property located in the County of LAKE, State of Indiana:

Address: 3627 ORCHID DRIVE, DYER, Indiana 46311

Legal Description: LOT 137 IN HIGHPOINT PRAIRIE - UNIT 3, TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97 PAGE 4, AND AS AMENDED BY CERTIFICATE

C TruStage Compliance Solutions 2004-2024

Page 1 of 8

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OF CORRECTION, RECORDED APRIL 27, 2005, AS DOCUMENT NO. 2005 033370, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
Parcel ID/Sidwell Number: 45-10-24-354-001,000-034

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

MORTGAGOR COVENANTS that Mortgagor is lawfully seised 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. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

SECURED INDESTEDNESS; PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES AND OTHER LOAN CHARGES. This Security Instrument secures to Lender the repayment of the Note, Consumer Loan Agreement, of similar writing executed by Borrower to Lender, more particularly described as:

A loan in the amount of \$543,200.00.

and all renewals, extensions, modifications and substitutions thereof. This Security Instrument also secures: all future advances of funds from Lender to Borrower as evidenced by any promissory note, consumer loan agreement, or similar writing that may bereafter be executed by Borrower to Lender; all future obligations of Borrower to Lender that may be evidenced by any contract, guaranty, or other evidence of debt hereafter executed by Borrower, and if there is more than one Borrower, and one of them, in favor of Lender; and all additional funds that may be advanced by Lender to protect Lender's security interest in the property, as provided under paragraph titled PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY of this Security Instrument. All of the foregoing shall be referred to as the Secured Indebtechess. Borrower shall promptly pay when due the principal and interest on the Secured Indebtechess, and any late charges and other loan charges that may become draw under the terms of the Secured Indebtechess, and

APPLICABLE LAW. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable guideial opinions.

APPLICATION OF PAYMENTS. Payments will be applied first to any accrued unpaid interest; then to principal; then to any excreve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; and then to any late charges.

CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasefold payments or ground rents, if any. Mortgagor shall pay these obligations on time and directly to the person owed payment. At the request of Lender, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (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 (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 Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

HAZARD OR PROPERTY INSURANCE. Mortgagor 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

C Tradings Compliance Solutions 2004 2024 Canada Page 2 of 5 Comment Real Extent - Security Instrument DL2006

other hazards, including floods or flooding, 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 Mortgagor subject to Lender's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.

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, Mortgager shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's scenarity is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Mortgagor that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Mortgagor to answer as set forth in the notice will beein when the notice is given.

Unless Lender otherwise agrees in swriting, any application of proceeds to principal shall not extend or postpone the due date of the symmetrs referred to in the section titled SECURED INDEBTEDNESS; PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES AND OTHER LOAN CHARGES or change the amount of the payments. If under the section titled ACCELERATION; REMEDIES, the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquistion shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY: FALSE STATEMENTS; LEASEHOLDS. Mortgagor shall not deshoy, damage or impair the Property, allow the Property of deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Mortgagor may cure such a default and reinstate, as provided in section titled MORTGAGOR'S RIGHT TO REINSTATE, by causing the action or proceeding to be dismissed with a nuling that, in Lender's good faith determination, precludes forfeiture of the Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Mortgagor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Secured Indebtedness. If this Security Instrument is on a leaseshold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not more unless Lender agrees to the merger in writing.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Mortgagor 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 cattering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do

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Any amounts disbursed by Lender under this section shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Secured Indebtedness and shall be payable, with interest upon notice from Lender to Mortgagor requesting payment.

MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Mortgagor shall pay the premiums required to maintain the mortgage insurance frefect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Mortgagor shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Mortgagor of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in one of the mortgage insurance previously in effect, the mortgage insurance previously in effect, and the properties of the propertie

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

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 and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Sectify Instrument, whether or not then dae, with any access paid to Mortgagor. In the event of a partial taking cettive Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor than the amount of 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, divided by (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, the Security of the Property of the Pr

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within the minimum number of days established by Applicable Law 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 this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the section titled SECURED INDESTEDNESS, FAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES AND OTHER LOAN CHARGES or change the amount of such payments.

BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor

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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.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, personal representatives, administrators, successors, and assigns of the Mortzaero.

JOINT AND SEVERAL LIABILITY, Each Mortgagor's obligations and liabilities are joint and several.

ACCOMMODATION SIGNERS. Any person who co-signs this Security Instrument but has no personal liability under the Secured Indebtedness ("Accommodation Signer"); (a) is co-signing this Security Instrument only to morigage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Morigagor may agree to extend, modify, forbear or make any accommodation with regard to the terms of this Security Instrument or the Secured Indebtedness without that Accommodation Sipner's consent.

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 coded to 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 sharge to the permitted limits 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 Secured Indebtedness 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 Secured Indebtedness.

NOTICES. Any notice to Mortgagor 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 Mortgagor designates by notice to Lender. Mortgagor grees to provide Lender with Mortgagor's most current mailing address, as it may change from time-to-time. Any notice to Lender with Mortgagor's most current mailing address, as it may change from time-to-time. 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 Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor. It ender when given as provided in this paragraph.

GOVERNING LAW. Indiana law applies to all matters arising under or relating to this Security Instrument without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

SEVERABILITY. If a court for any reason holds a provision of this Security Instrument to be unenforceable, the rest remains fully enforceable.

MORTGAGOR'S COPY. Mortgagor shall be given one copy of this Security Instrument.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interests in Mortgagor is sold or transferred and Mortgagor is not a natural person) unless the Secured Indebtedness is assumable, Lender may, at 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 date, of this Security Instrument. If the Secured Indebtedness shows that the loan is assumable, Mortgagor must obtain Lender's written permission for an assumption and follow any other requirements of Lender related to an assumption. It Mortgagor does not do so, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower

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 Page 5 of 8
 Consumer Real Estate - Security Instrument DL2036

fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

MORTOAGOR'S TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Applicable Law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument conditions are that Mortgagor (a) pays Lender all sums which then would be due under this Security Instrument and the Secured Indebtedness as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees to the extent permitted by law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lenders' rights in the Property and Mortgagor's obligation to pay the sums secured by this Security Instrument, tenders, the continuent of the Mortgagor's continuent and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the section titled TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.

SALE OF SECURED INDEBTENNESS CHANGE OF LOAN SERVICER. The Secured Indebtedness or a partial interest in the Secured Indebtedness (openher with this security Instrument) may be sold one or more times without prior notice to Morigagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Secured Indebtedness and this Security Instrument. There also may one or or more changes of the Loan Servicer unrelated to a sale of the Secured Indebtedness. If there is a change of the Loan Servicer, Morigagor will be given written notice of the change in accordance with the section titled NOTICES AND APPLICABLE LAW. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by Applicable Law.

HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following aubstances: gasoline, kerosene, other filammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldeliyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Indiana that relate to health, safety or environmental protection.

ACCELERATION; REMEDIES. Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under the section ritled Transfer of the Property or a Beneficial Interest in Mortgagor, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) adds, not less than the minimum number of days established by Applicable Law from the date the notice is given, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice

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shall further inform the party of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. It the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attroragy's fees and costs of title evidence.

RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Mortgagor a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

WAIVER OF VALUATION AND APPRAISEMENT. Mortgagor waives all right of valuation and appraisement.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no junyities nor all agreements between the parties.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Mortgagor and recorded with it.

| Security instrument and in any Kider | executed by Mortga | A CONTROL WILLIAM | |
|---|----------------------|---------------------------|---------|
| Mar Helaus | 7-23-24 | Sandy Bone | 7-23-24 |
| MARK H ISAAC | Date | SANDRA J ISAAC | Date |
| | | ** | |
| INDIVIDUAL ACKNOWLEDGMENT | | | |
| STATE OF INDIANA COUNTY OF Lake | TO | | 0.11 |
| Before me, Notary Name Suly 23, 2024, Mark of the foregoing or annexed Mortgage | | | |
| My commission expires: | | Notary Name Deg BY 7 | Triel |
| Lake County | residing in | Identification Number NPO | 15514 9 |
| (Official Seal) Peggy M. Thiel, Notary Pul Commission Number: NPT Wy Commission Express Of Residing in Lake County, il | 0755149 3/12/2032 | C | Orden |

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Page 7 of 8

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THIS INSTRUMENT WAS PREPARED BY:
DeMotte State Bank
Morris T. Wiseman
EVP / Loan Administrator / Ag Loan Officer
210 South Halleck Street
Demotte, IN 46310
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.

AFTER RECORDING RETURN TO: DeMotte State Bank 10119 W. 133rd Ave., P.O. Box 683 Cedar Lake IN 46303

C TruStage Compliance Solutions 2004-2024

Morris T. Wiseman

Page 8 of 8

e5bh8333-749924b6 - 2024.83.10.2 Consumer Real Estate - Security Instrument DL2036

