

FOR REC SEE DOC #383082
9702

RECORD & RETURN TO OTTENHEIMER & SILVERMAN, 4524 Indpls. Blvd., East Chicago, Ind.
Pol 192523-41 June 3 1969

Recorded this _____ day of _____ 19 _____ at _____ o'clock _____ M _____ Recorder

9702 Real Estate Mortgage

This Indenture Witnesseth, That LAKE COUNTY TRUST CO., as trustee under Trust No. 646

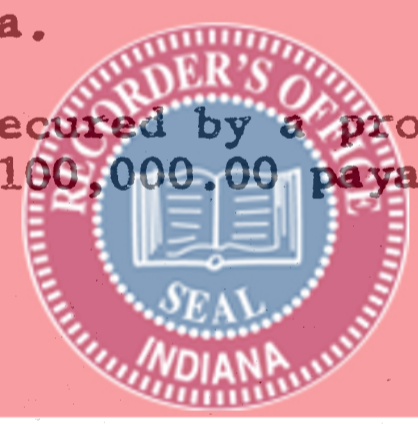
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of LAKE County, in the State of INDIANA
Mortgage and Warrant to DONALD FOLTZ

of LAKE County, in the State of INDIANA, the following described Real Estate in LAKE County, in the State of Indiana, as follows, to-wit:

All of Lot 23 in Block 3 and the South one-half (1/2) of Lot 22 in Block 3 resubdivision of part of the Northwest one quarter (1/4), Section 29 Township 37, Range 9, all in Lake County Indiana.

This mortgage is secured by a promissory note of even date in the amount of \$100,000.00 payable on or before July 18, 1970.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 20 9 13 AM '69
ANDREW J. MICENKO
RECORDER

and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay any one of said notes, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as his interest may appear and the policy duly assigned to the mortgagee, to the amount of one hundred thousand (\$100,000.00) Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 6% per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor has hereunto set its hands and seal: this 18th day of March 1969

ATTEST: _____ (Seal) LAKE COUNTY TRUST CO. AS TRUSTEE (Seal)
By: Dorothy Horst (Seal) UNDER TRUST NO. 646 (Seal)
Dorothy Horst, Assistant-Secretary By: Anah L. Taggart (Seal)
Secretary (Seal) Anah L. Taggart, Trust Officer

STATE OF INDIANA, LAKE COUNTY, as:
Before me, the undersigned, a Notary Public in and for said County, this _____ 19th day of March 19 69, came _____ Lake County Trust Co., as Trustee under Trust No. 646 by Anah L. Taggart, as Trust Officer and Dorothy Horst, as Assistant-Secretary of said Lake County Trust Company, and acknowledged the execution of the foregoing instrument.
Witness my hand and official seal.



Linda S. Wood Notary Public
Linda S. Wood

My Commission expires July 19, 1972
This instrument prepared by: LESTER A. OTTENHEIMER, R. ATTY
EAST CHICAGO, INDIANA

Rider attached hereto relating to liability of Lake County Trust Company is made a part hereof.

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STOP

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal notes or interest coupons contained shall be construed as creating any liability on the said First Party or on said Lake County Trust Company personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Lake County Trust Company personally are concerned, the legal holder or holders of said principal notes and interest coupons and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.