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Gary Natl Bank
1504 Liberty Hwy
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MORTGAGE

THIS MORTGAGE, Made on the 12th day of June, A. D. 19 69, between GARY NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 28th day of March, 1968, and known as Trust No. P-4387

of the City of Gary, in the County of Lake, State of Indiana, hereinafter called the Mortgagor, and

GARY NATIONAL BANK, GARY, INDIANA

hereinafter with its successors and assigns called the mortgagee:

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), as evidenced by one principal promissory note(s) bearing even date herewith, the terms of which are incorporated herein by reference, maturing as follows:

Said Note in the amount of \$500,000.00, calling for monthly payments of \$4,565.00 each; the first of said monthly payments shall become due and payable on the 1st day of January, 1970, and a like amount shall become due and payable on the 1st day of each calendar month thereafter until and including the 1st day of December, 1984; said monthly payments shall be applied first in payment of interest at the rate of 7 1/2% per annum on the principal sum from time to time remaining unpaid and the balance over, if any, shall be applied on principal;

together with interest from date at the rate of _____ per cent per annum until maturity, payable _____ on the _____ day of _____, and _____ of each calendar _____ hereafter, and interest after maturity at the rate of Eight Per Cent per annum until paid, said note being this day made, executed and delivered by

F. D. Michael, Vice President, and K. J. Ryan, as Assistant Cashier, of GARY NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 28th day of March, 1968, and known as Trust No. P-4387 and others

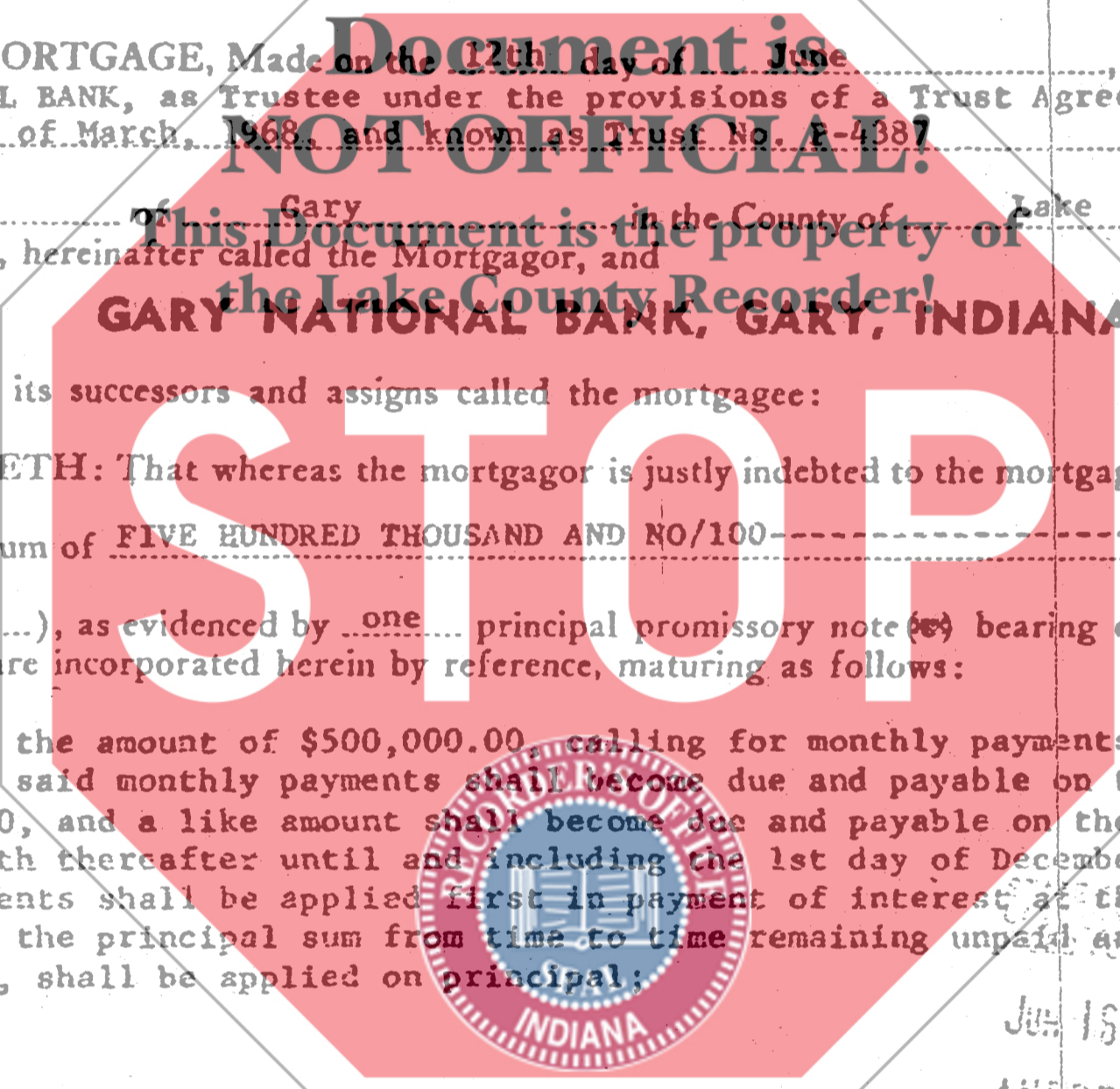
to the order of Gary National Bank, payable at Gary National Bank, Gary, Indiana, all without relief from valuation and appraisement laws and with attorney fees. NOW THEREFORE, THIS INDENTURE WITNESSETH That the mortgagor, in consideration of the premises and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note(s) above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents

MORTGAGE AND WARRANT

unto the mortgagee all the following described lands and premises, situated and being in the _____ City of Gary, in the County of _____ Lake, and State of Indiana, to-wit:

Part of the Southeast 1/4 of Section 5, Township 36 North, Range 7 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at the intersection of the Northerly line of the right of way of the Wabash Railroad and a line 985.11 feet East of the West line of said Southeast 1/4; thence North parallel to said West line 420.09 feet, more or less, to the Southerly right of way line of U.S. Highway #20; thence North 85° 12' 30" West, along said Southerly right of way line, 486.86 feet; thence South 62° 26' West, along said Southerly right of way line, 93.70 feet, more or less, to the Easterly line of Hobart Road; thence Southerly along said Easterly line to the Northerly line of the right of way of the Wabash Railroad; thence Easterly along said Northerly right of way line 489.44 feet, more or less, to the point of beginning.

Assignment of Rent as document # 90337



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including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

MORTGAGOR herein covenants, agrees, and warrants that this is a first and prior lien upon said premises.

THIS MORTGAGE is also given to secure the payment of all other indebtedness or liability of the mortgagor to Gary National Bank, Gary, Indiana, which may be existing at this time or created at any time in the future.

Said note being this day made, executed and delivered by the mortgagor(s) herein to the order of Gary National Bank, Gary, Indiana, payable at Gary National Bank, Gary, Indiana, all without relief from valuation and appraisal laws and with attorney fees.

This Mortgage is executed by the undersigned Mortgagor, not personally, but as Trustee under the terms of the Trust Agreement designated above, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this Mortgage), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the undersigned personally to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any of the conditions herein contained, all such personal liability being expressly waived by mortgagor and its successors and assigns, and that so far as the undersigned and its successors in trust personally are concerned, Mortgagor and its successors and assigns shall look solely to the premises hereby mortgaged and to the income, proceeds and avails of said mortgaged property for the payment of the Note and all sums secured hereby by the enforcement of the lien hereby created in the manner herein and by law provided.

...and to be held and kept by said mortgagor herein as so much additional security; that he will pay all taxes and assessments that may be levied or assessed upon or against said premises as the same shall become due and payable. Upon failure or refusal of the mortgagor herein to provide and furnish said insurance to mortgagor herein, or to pay said taxes and assessments, mortgagor hereby expressly authorizes said mortgagor to procure said insurance and/or to pay such taxes and assessments, and agrees that the sum or sums of money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest; that the mortgagor may pay any senior liens or encumbrances upon or against said real estate and that the money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest; that upon the payment of such senior lien(s) or encumbrance(s) by said mortgagor, or in case mortgagor shall be compelled to pay any taxes or assessments, or to furnish insurance, then and in either or all of such cases, said mortgagor shall have the right, at its option, other clauses herein notwithstanding, to declare the entire debt secured hereby due and payable forthwith, without notice or demand, and to proceed with the collection thereof by foreclosure of this mortgage or otherwise. Mortgagor further agrees that upon default of any of the covenants or conditions herein contained, or if any part of the debt secured hereby, either principal or interest, shall remain unpaid for thirty days after maturity, said mortgagor may, at its option, declare the entire debt secured hereby to be due and payable forthwith, without notice or demand, and proceed with the collection thereof either by foreclosure of this mortgage or otherwise; provided, however, that the omission of said mortgagor to so exercise said option shall not be construed as a waiver thereof and shall not preclude said mortgagor from exercising same for any subsequent default, and nothing but a written contract of the mortgagor shall be a waiver of said option. Any notice which might be required by and under the terms hereof is hereby expressly waived by and on the part of the mortgagor herein.

IT IS FURTHER AGREED generally that the mortgagor may at its election, advance and pay any sum of money that in its judgment may be necessary to perfect the title of said mortgaged premises in said mortgagor or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid shall be and they are hereby made a part of the mortgage debt and shall draw a like interest, and may at any time or times in succession, without notice, extend the time of payment of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness, or affected by the lien hereby created, upon such terms as may be agreed upon by the mortgagor and the party requesting the extension. The mortgagor expressly agrees to pay the sums of money above secured and mortgagor's collection charge and attorney fees without relief from valuation and appraisal laws.

THE MORTGAGOR FURTHER AGREES to deliver to the mortgagor, contemporaneously herewith, an abstract of title to the premises or a mortgage guarantee policy issued by a company to be approved by the mortgagor, to be held by the mortgagor until this mortgage is fully satisfied and released; and in the event of any default in any of the conditions of this mortgage, the mortgagor may at the expense of the mortgagor procure a continuation of said abstract of title or an extension of said mortgage guarantee policy to a later date and the expense thereof shall be added to and become so much additional indebtedness secured hereby.

MORTGAGOR FURTHER AGREES in the event of foreclosure and sale of the premises mortgaged, that he will pay to the mortgagor a sum of money equal to the reasonable rental value of said premises during his occupancy of the same after the issuance of the certificate of sale unless redemption shall be made as provided by law.

IT IS FURTHER AGREED that in case mortgagor herein shall be made a party to any suit filed in any court by reason of its being mortgagor herein, or is at any time called upon to defend said mortgage and its interest in and to said property under the terms of said mortgage, the mortgagor will pay unto the mortgagor all expense incurred by said mortgagor, including a reasonable attorney fee, in so defending its interest in said property by reason of said mortgage, in protecting the lien thereof, or in protecting itself in said suit.

THE COVENANTS herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagor has hereunto set its hand and seal this 12th day of June, 1969.

GARY NATIONAL BANK, as Trustee under the provisions of a Trust Agreement dated the 28th day of March, 1968, and known as Trust No. F-4387
By F. D. Michael
F. D. Michael, Vice President

Attests:
K. J. Ryan
K. J. Ryan, Assistant Cashier

Rider attached hereto relating to liability of Gary National Bank, as Trustee, is made a part hereof.

NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

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STATE OF INDIANA, } ss:
County of Lake

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of March, 1969

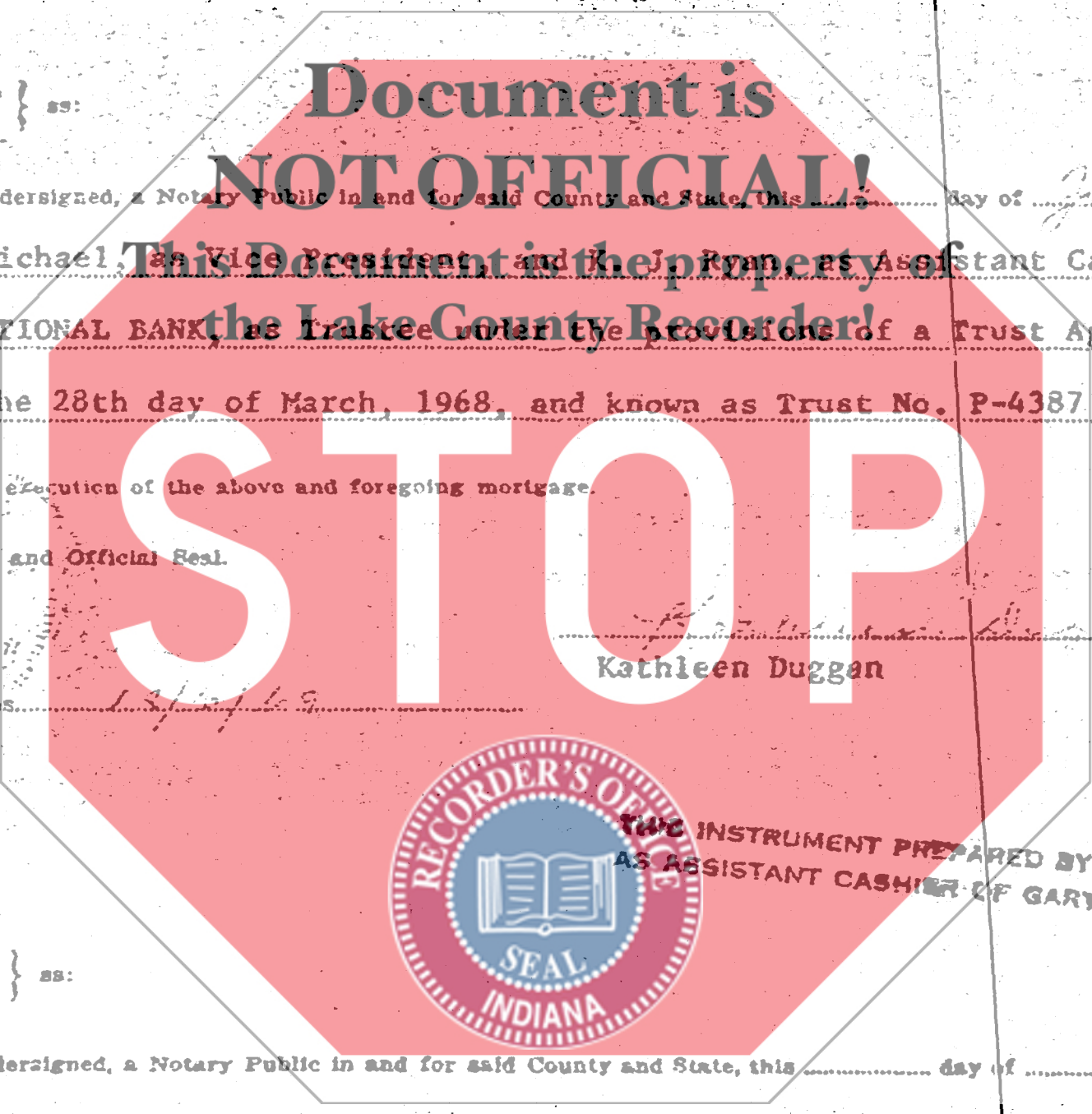
came F. D. Michael, Vice President, and R. J. Ryan, Assistant Cashier, of GARY NATIONAL BANK, Trustees under the terms of a Trust Agreement dated the 28th day of March, 1968, and known as Trust No. P-4387

and acknowledged the execution of the above and foregoing mortgage.

WITNESS MY HAND and Official Seal.

My Commission expires 12/31/69

Kathleen Duggan
Notary Public



STATE OF INDIANA, } ss:
County of Lake

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 19____

came _____

and acknowledged the execution of the above and foregoing mortgage.

WITNESS MY HAND and Official Seal.

My Commission expires _____

Notary Public

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