

28556
FOR REL SEE DOC # 131712

Policy 271447

Mercantile Natl Bank

28556 Real Estate Mortgage

This Indenture Witnesseth, That MILLER BROTHERS BUILDING CONTRACTORS, a registered partnership

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of Lake County, in the State of Indiana. Mortgage and Warrant to Mercantile National Bank of Indiana, a corporation organized and existing under the laws of the United States of America

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:

Lot 4 and the south seven feet of lot three (3), in Block 8, Gruegel's Glen Park First Addition (Section 2), to the Town of Griffith, Lake County, Indiana

together with the tenements, appurtenances and rights thereunto belonging, together with the rents therefrom, to secure the payment of one promissory note, of even date, in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS, (\$15,000.00), made and executed by the mortgagor, payable to the order of the mortgagee, in accordance with the terms as set out in said promissory note.

In the event of a proceeding to foreclose this mortgage, the Mortgagor agrees to pay reasonable attorneys fees and such other expenses necessarily a part of such proceeding.

The lien of this mortgage shall include all equipment and appliances located on said real estate whether now or hereafter attached to or used on said real estate. In the event of a foreclosure, the Mortgagee may apply for a Receiver who shall take possession of the above real estate, and collect the rents therefrom, and complete said structure, and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to discharge the indebtedness due

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 interest may appear and the policy duly assigned to the mortgagee, to the amount of FIFTEEN THOUSAND AND NO/100 Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with eight 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 12th day of August 19 69

MILLER BROTHERS BUILDING CONTRACTORS

(Seal) a registered partnership (Seal)

(Seal) By: A. J. Miller, Jr. (Seal)

A. J. Miller, Jr. Partner

(Seal) (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 12th day of August 19 69, came

A. J. Miller, Jr. a Partner in Miller Brothers Building Contractors

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal:

My Commission expires 5-29-72

Vivian Medonic Notary Public

This instrument prepared by: Vern F. Holzhall, Vice President