

9135 Woodward Avenue, Highland, Indiana

## Real Estate Mortgage

30749

This Indenture Witnesseth, That GENIS BUILDING CORPORATION, an Indiana Corporation

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.

County, in the State of Indiana

, the following described

Real Estate in

Lake

County, in the State of Indiana, as follows, to-wit:

Lot No. 82, The Meadows 1st Addition, Unit 7, to the Town of Highland as recorded in Plat Book 39, page 9, in the office of the recorder of 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 NINETEEN THOUSAND AND NO/100 -----DOLLARS, (\$19,000.00), 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 Mortgages 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 appraisement 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 their interest may appear and the policy duly assigned to the mortgagee, to the amount of NINETEEN 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. the said mortgagor has hereunto set hands and In Witness Whereof, day of September GENIS BUILDING CORPORATION seal this Vivian Medonic, Secretary-Treasurer (Seal) Don E. Genis, President \_(Seal)\_ FILED FOR RECOSO \_\_\_\_(Seal)\_\_\_\_ Lake COUNTY, ss: STATE OF INDIANA, ..... Before me, the undersigned, a Notary Public in and for said County, this HOLLING .....day of September Don E. Genis and Vivian Medonic, President and Secretary-Treasurer, Genis Building Corporation ....., and acknowledged the execution of the foregoing instrument. Witness my hand and official seal. August 23, 1971

My Commission expires.

....Notary Public

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