

FOR REL SEE DOC # 1622864  
 FOR REL SEE DOC # 1066962  
 48631

3 48631 **Deed of Trust**

This Deed, Made and entered into as of this 20th day of January, nineteen hundred and seventy, by and between

my hand and affixed my seal of **ARTHUR W. SCHUYLER, JR.**  
 a day and year first above written.

of the County of Lake, State of Indiana,  
 party of the first part, and **Mercantile National Bank of Indiana**  
 of the City of Hammond State of Indiana  
 party of the second part, and **JOSEPH P. TZINBERG and SADIE R. TZINBERG, his wife, and MARVIN A. TZINBERG and SHIRLEY B. TZINBERG, his wife, as joint tenants,**  
 of the County of St. Louis, State of Missouri,  
 parties of the third part.



**Witnesseth,** that the said party of the first part, for and in consideration of the debt, and trust hereinafter described and created, and the sum of One Dollar to said party of the first part paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the said party of the second part, the following described Real Estate situated in the County of **Lake**, and State of **Indiana**, to-wit:

Part of the West half of that part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 9 West of the 2nd Principal Meridian, lying South of the center line of the Cady Marsh Ditch, and being more particularly described as: Beginning at a point of intersection of the center line of Wicker Park Boulevard (United States Highway 41) 80 feet wide, with the center line of Martha Street, 60 feet wide; thence East with the center line of Martha Street 257.7 feet to a point; thence North and parallel to the center line of Wicker Park Boulevard 305 feet to a point for corner; thence West and parallel with the center line of Martha Street 257.7 feet to a point of intersection of said line with the center line of Wicker Park Boulevard; thence South with the center line of Wicker Park Boulevard 305 feet to a place of beginning; excepting therefrom that 40 foot wide portion of said Wicker Park Boulevard and that 30 foot wide portion of said Martha Street as embraced within the above described tract, in the Town of Highland, Lake County, Indiana.

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 FEB 13 9 16 AM '70  
 ANDREW J. MICENKO  
 RECORDER

**To Have and to Hold** the same, together with all buildings, fixtures and appurtenances now or hereafter to the same belonging, unto the said party of the second part, and to his successor or successors in this trust forever, and possession of said premises is now delivered unto the said party of the Second Part including the right to collect rents as hereinafter set forth.

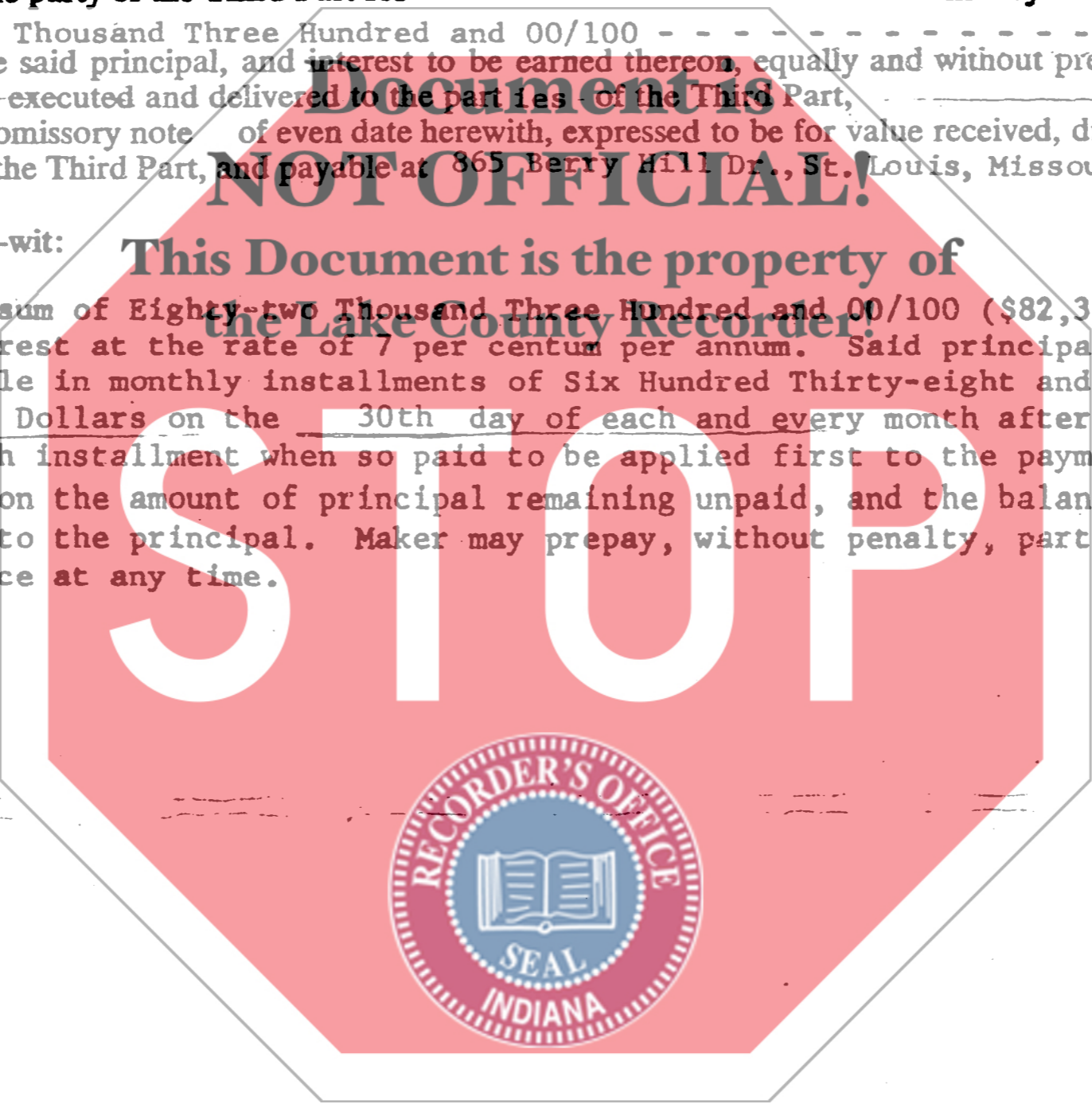


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In Trust, however for the following purposes: *Whereas*, the said party of the First Part, being justly indebted to the party of the Third Part for money in the principal sum of  
Eighty-two Thousand Three Hundred and 00/100 Dollars,  
has, to secure said principal, and interest to be earned thereon, equally and without preference of one note  
over another, executed and delivered to the party of the Third Part,  
negotiable promissory note of even date herewith, expressed to be for value received, drawn to the order of  
said party of the Third Part, and payable at 865 Berry Hill Dr., St. Louis, Missouri, 63132,

as follows, to-wit:

**This Document is the property of  
the Lake County Recorder**  
The sum of Eighty-two Thousand Three Hundred and 00/100 (\$82,300.00) Dollars  
with interest at the rate of 7 per centum per annum. Said principal and interest  
are payable in monthly installments of Six Hundred Thirty-eight and 08/100  
(\$638.08) Dollars on the 30th day of each and every month after date until  
paid, each installment when so paid to be applied first to the payment of the  
interest on the amount of principal remaining unpaid, and the balance thereof  
credited to the principal. Maker may prepay, without penalty, part or all of  
the balance at any time.



**TO SECURE** the payment of which said notes the party of the First Part has executed this Deed of Trust, and has also agreed with said Third Party, endorses and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; ~~and to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property, and before becoming delinquent; and to~~ and to carry such other insurance and in such companies as holders of notes may require, and the policies therefor to keep constantly assigned unto the said party of the Second Part and deposited with the party of the Third Part for further securing the payment of said notes, and the proceeds thereof apply towards the payment of said notes. The holders of notes is hereby given privilege and authority to make proof of loss and adjust and collect insurance. The trustee may assign policies to purchaser at foreclosure and owner shall not be entitled to unearned premiums. And the said party of the First Part hereby guarantees to the said party of the Third Part, that the said property herein described is free and clear of mechanics' liens; and said party of the First Part further agrees that, in case any liens should hereafter be filed against said property, then said liens so filed shall have the same force and effect as if any one of said notes herein before described, shall have become due and payable, and all the covenants and agreements herein provided shall be in full force and effect and carried out as if said notes be actually due and payable. Party of the First Part also agrees promptly to pay when due all notes, and to perform all covenants, in any deed of trust prior in lien to these presents. It shall be the privilege of said party of the Third Part, and assigns, in case of default on the part of the said party of the First Part or assigns to promptly pay all taxes, effect insurance, remove mechanics' liens and pay prior notes, as above herein provided, to pay such taxes, insurance and mechanics' liens, or notes of any prior deed of trust, and in the event that the said party of the Third Part, assigns or legal representatives, or the party of the Second Part, or his successors in trust, shall expend any money to protect the title or possession of said premises, or for such taxes, insurance, mechanics' liens, or notes, then all such money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable on demand, and may be collected with interest thereon at the rate of eight per centum per annum, from the time of so expending the same.

~~Said party of the First Part hereby covenants to keep all the buildings hereon in good repair and to~~  
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~~maintain in good repair and to keep all the buildings hereon in good repair and to~~  
Third Party, or one become due and payable. Any amounts awarded in condemnation proceedings or taking the property herein described or any part thereof, shall be paid to said party of the Third Part, to be applied on the indebtedness hereby secured.  
It having been agreed between the parties hereto, that when one of the said notes, or any note secured by any prior deed of trust, whether of interest or principal, after having become due and payable, shall remain unpaid, then all of said notes herein described shall, at the option of the holder thereof, become due and payable at once, whether due on their face or not.



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NOW, THEREFORE, if the said party of the First Part, or legal representatives or assigns, shall well and truly pay, or cause to be paid, unto the holders thereof, respectively, all and singular the said promissory notes above mentioned, at maturity thereof, respectively, according to the tenor of the same, and shall well and truly keep and perform all and singular the several covenants and agreements hereinbefore set forth, then this trust shall cease and be void, and the property hereinbefore conveyed shall be released at the cost of the said party of the First Part; but if any one of said notes, or any part thereof secured by this or any prior deed of trust, be not so paid at maturity, according to the tenor of the same, or if said taxes, general and special, or insurance premiums, be not promptly paid when due, and mechanics' liens released, or if default be made in due fulfillment of said covenants and agreements, or any of them, this conveyance shall remain in force, and said party of the Second Part, or, in case of his death, or disability, or his or its neglect or refusal to act, then

as successor in trust, or in case of his inability, neglect or refusal to act, then a successor appointed by the holder of the notes, or, if none be so appointed then a successor appointed by the Circuit Court, may, at the request of the legal holder of any of the notes secured hereby, proceed to sell the property hereinbefore conveyed, or any part thereof, at public vendue or cry-out ( ) at the Front Door of the Court House, to the highest bidder for cash, first giving notice required by the laws in respect to exercising power of sale under mortgages and deeds of trust then in effect;

and upon such sale shall execute a deed in fee simple of the property sold, to purchaser or purchasers thereof, and shall receive the proceeds of such sale, out of which said trustee shall pay first, the cost and expense of executing this Trust, including lawful compensation of said Trustee; and next, shall repay to any person or persons who may or shall, under the covenants hereinbefore set forth, have advanced or paid any money for taxes, mechanics' liens, insurance or prior notes, as above provided, all sums so by said persons advanced and not already repaid, together with interest thereon at the rate of eight per centum per annum from date of such advance, till day of payment; and, next, the amount unpaid on the notes secured hereby, together with the interest accrued thereon, and next the amount due on junior encumbrances, and the balance to the party of the First Part, assigns, or legal representatives. And each time that it shall become necessary to insert an advertisement for foreclosure and sale is not had, then the trustee shall be entitled to receive the sum of \$25.00 for services and the amount of all advertising charges from party of the First Part.

AND the said party of the Second Part hereby lets said premises to the said party of the First Part until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Deed of Trust, upon the following terms, to-wit: The said party of the First Part, and every and all persons claiming or possessing such premises or any part thereof, shall pay rent therefor during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said premises, and any and every part thereof to said party of the Second Part, immediately upon such default and without notice or demand therefor, and said trustee may thereupon rent the same for the account of the holders of the notes, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustee's sale.

PROVIDED, however, that nothing in this Deed shall be so construed as to prevent the legal holder of said notes, or any of them, to have and to take every legal step and means to enforce payment of said notes, without having first caused the execution of the Trust herein created.

AND the said party of the Second Part covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for wilful negligence or misconduct.

WHENEVER in this instrument the expression "First Party," "Second Party," or "Third Party" appears, it shall be held in each case to refer to and include the person or persons, singular or plural, natural or artificial, described in the premises of this deed, and the covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the heirs, assigns, successors and legal representatives of said "First Party," and any legally appointed successor of said "Second Party," and the endorsees, assigns and legal representatives of said "Third Party."

In Witness Whereof, said party of the first part has executed these presents as of the day and year first above written.

*Arthur W. Schuyler, Jr.*  
Arthur W. Schuyler, Jr.

State of INDIANA }  
COUNTY of LAKE } ss.

On this third day of February, 1970, before me personally appeared ARTHUR W. SCHUYLER, JR.

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.

*Donald E. Tremper*  
Donald E. Tremper, Notary Public.

My term expires  
February 6, 1972.

Prepared by Arthur W. Schuyler, Jr.