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Policy 280681-28134OLD

Inv. 6375

Edward McHie, Atty
55 Muenich Court
Hammond, Indiana

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

OCT 15 2 55 PM '74
ANDREW J. MICZENKO
RECORDER

THIS INDENTURE WITNESSETH, That LAKE COUNTY TRUST COMPANY, a

corporation of Indiana, not personally, but as Trustee under the provisions of a Trust Agreement dated September 28, 1970 and known as Trust No. 1628, of Lake County, Indiana, Mortgage and Warrant to THE MISSION PROCURATOR OF THE SOCIETY OF THE PRECIOUS BLOOD, AN INDIVIDUAL, of Carthagenia, Ohio, the following described real estate in Lake County, in the State of Indiana, as follows, to-wit:

Lots 2, 4, 6 and 8, Block 16, Red Oak 2nd Addition to Tolleston, as shown in Plat Book 7, page 32, in 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 EIGHTY-TWO THOUSAND (\$82,000.00) DOLLARS, 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 in 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

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the value of the mortgaged property or its adequacy to discharge the indebtedness due. And it is further expressly agreed that until said note is 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, with an endorsement on said policy naming the mortgagee and making said policy payable to the mortgagee as his interest may appear, and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with 8 3/4% interest thereon shall be a part of the debt secured by this mortgage.

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 it 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 note contained shall be construed as creating any liability on the Lake County Trust Company personally to pay the said note 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the said Mission Procurator of the Society of the Precious Blood and his successors and said Lake County Trust Company personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the

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respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Lake County Trust Company, as Trustee, for the uses and purposes therein set forth and the said _____ Assistant-Secretary

did also then and there acknowledge that she, as custodian of the corporate seal of said Lake County Trust Company, did affix the said corporate seal of said Lake County Trust Company to said instrument as ^{her} ~~his~~ own free and voluntary act, and as the free and voluntary act of said Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of October, 1970.



Pauline Lloyd
Pauline Lloyd Notary Public

My Commission Expires:
May 22nd, 1972

This instrument was prepared by G. Edward McHie, Attorney