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REAL ESTATE MORTGAG

This indenture witnesseth that MERCANTILE NATIONAL BANK OF INDIANA

This Document is the property of

the Lake County Recorder!

of Lake County, Indiana

as MORTGAGOR,

Mortgages and warrants to ROBERT F. MONTGOMERY

of Lake County,

Indiana, as MORTGAGEE,

the following real estate in State of Indiana, to wit:

Lake

WILLIAM BIELS

Lots 16, 17, 18 and 19, Block 8, Central Park Addition to Whiting, as shown in Plat Book 5, page 1, in Lake County, Indiana,

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Promissory note from the Mercantile National Bank of Indiana, as Trustee under Trust No. 3935 and others in the amount of One Hundred, Seventy-Five Thousand, Nine Hundred, Twenty-Three and 96/100 (\$175,923.96) Dollars,

NIMENTALLY NAME OF THE STATE OF

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

	2. To exercise du	e diligence in the oper	ation, management a	end occupation of sa	id real estate and	the improvemnts
thereon	and not to remove	e or suffer to be remov	ed any fixtures and/	or appliance, now or	r hereafter placed o	on said premises;
		te and improvements ti				
tion ex	cepted; Mortgagor	shall not do or suffer t	o be done any acts u	hich will impair the	e security of this n	iorigage nor any
illegal	or immoral acts on	said premises; and Mo	ortgagee shall have th	he right to inspect so	iid premises at all s	reasonable times.

- 3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a tost of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

 The Lake County Recorder!
- 5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.
- 6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
- 7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the colder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.
- 8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.
- 9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.
 - 10. Additional Covenants: (SEE ATTACHED FOR "ADDITIONAL COVENANTS")

State of Indiana,	Lake	County, ss:	Dated this	day of December 19 79
Before me, the undersigned and State, this AIN personally appeared:	i, a Notary Publ day of Dec	lic in and for said County ember 1979	INDIANA, as	
MERCANTILE NATI	er Trust N	lo. 3935, by	By:	PAGE ATTACHED Seal
and acknowledged the exe	TURE PAGE A	TTACHED	SEE SIGNATURE	Seal
ness whereof, I have here	unto subscribed	my name and affixed my		Seal
Cerident of	A CE AT	PACHED Notary Public		Seel
Series OF SIGNATU	IEE FLA	County		
		MORAN, 9006 Indi	anapolis Boule	
ine meanman property of			Indiana 46322	

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This mortgage is second and subordinate to a certain real estate mortgage from Robert F. Montgomery to Michael Bright dated May 31, 1970 in the amount of Eighty Thousand and 00/100 (\$80,000.00) Dollars. The mortgagor's obligations hereunder are conditioned upon Robert F. Montgomery performing all of his promises, covenants and warrants under and by virtue of said mortgage and the note it secures to Michael Bright. In the event of default or claimed default by Robert F. Montgomery under the terms of said mortgage, the mortgagor hereunder shall have the option, but not the obligation, to pay such sums as are necessary to correct the claimed default in part or in full and to fully satisfy said mortgage to Michael Bright and to deduct any and all such payments or expenses incurred in the correction of the default from the amounts due under this instrument. Further, the mortgagor shall have the right to pay said obligation to Michael Bright or the holder of said mortgage and secure satisfaction and release of said obligation at any time that the balance of the debt represented by this instrument is less than Eighty Thousand and 00/100 (\$80,000.00) Dollars, with accrued interest.

2nd Real Estate heartyage Dated 12/28/79

> THIS MORTGAGE is executed by the MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said MERCANTILE' NATIONAL BANK OF INDIANA, 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 s construed as creating any liability on the said First Party or INDIANA personally to pay the s or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such Chability, a physical property waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said MERCANTILE NATIONAL BANK OF INDIANA 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 enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officerand its corporate seal to be hereunto affixed and attested by its Asst. Vice President this 28th day of December, 1979.

MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee under the provisions of a Trust Agreement dated and known as

J. Black, Vic Trust Officer

ATTEST:

Robert J. Anadell, Assistant Vice President

STATE OF INDIANA)

COUNTY OF LAKE)

LOUISE M. JOHNSON , a Notary Public in and for said County FRANKLIN J. BLACK in the State aforesaid, DO HEREBY CERTIFY, that of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, of said national banking association, and ROBERT J. ANADELL personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT & TRUST OFFECTION AND ASSISTANT VICE PRESIDENT 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 national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Vice President did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of December,

My Commission Expires:

Louise M. Johnson

Notary Public