

Be #385545-A385698 Page

The Town. Themelastle

589288

THIS INDENTURE WITNESSETH, that

Master Jobbers Incorporated,

of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, National Association with an office located at 1000 E. 80th Place. Merrillville, Indiana hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

real estate mortgage

(See Legal Description ettached)

Parcel 1: That mere of the West half of Section 1, Townshin 37 North, Ranee 10 West of the 2nd P.M., in Lake County, Indiana, sere sarticularly described as follows: Beginning at a noint on the South line of 112th Street distant 475 feet Eastwardly from the intersection of the South line of lilth Street and the Engagely line of the right of way line of the Indiana East-West Toll Post, thence Southwardly on a line parallel to the Insterly line of the right of war line of the Indiana East-West Toll Road & distance of 600.00 feet; themee Tastwardly alone a line parellel to the Southerly line of 112th Street a distance of 308.55 feet more or less to the "esterly line of Fifth Avenue as if extended: thence Horthwardly along said Westerly line of Fifth Avenue a distance of 600.00 feet to the Southerly line of 112th Street, thence Westwardly alone said Southerly line of 113th Street a distance of 195.5 feet mane or less to the moint of terinming

Parcel ::

(C)

Parcel :: A remessal but non-exclusive essement for san sewer and water lines to connect with the City of Hammond limes, said ensement to be within oremises particularia described as follows: A strin of land 30 fect wide in the West helf of Section 1. Township 37 North, Pance 10 West of the Second Principal Veridian, in the City of Harmond. in Lake County. Indiana, the center line of said strin tein- described as follows: Reginnian at a point on the South line of 112th yeneer had teet tisterly of the first titue of way line of the Indiana East-West Toll Ford in said Section; thence South O derroes 32 minutes Il seconds West and parallel to the fast line of said Toll Toad a distance of 624 feet, all in Lake County. Indiana, as created by Easement for Sewer and Water Lines dated October 10. 1957 and recorded October 31. 1957. in "iscellaneous Record 701, name 265, made by Charles C. Shedd, Alexander A. Mottmever and Edith A. Shedd. as Trusteen as under a Trust Ameenent dated December 1. 1927 to Republic Steel Corporation. a New Jersey cornerston.

Parcel 1: A perpetual but non-exclusive easement for samitary sewer and water lines to connect with the City of Hammond lines, said easement to be within premises particularly described as follows: A strin of land 30 feet wide in the West Half of Section 1, Tourship 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, in Lake County, Indiana, the center line of said strip being described as follows: Beginning at a point on the South line of 112th Street 460 feet Easterly of the Fast right of way line of the Indiana East-West Toll Road in said Section: thence South O degrees 38 minutes 31 seconds West and parallel to the East line of said Toll Road a distance of 624 feet, all in Lake County, Indiana, as created by Easement for Sewer and Water Lines dated Hovember 6, 1957 and recorded Movember 13, 1957, in Miscellaneous Record 701, page 387, made by Charles C. Shedd, Alexander A. Nottmeyer and Edith W. Shedd, as Trustees as under a Trust Agreement dated December 1, 1927 to Republic Steel Corporation. a New Jersey corporation.

cogether with all buildings, improvements, appurtenences, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenent or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, essements and hereditements thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated June 25 , 1980 in the amount of One Hundred Fifty Thousand and no/100 - - - - - - - - (\$150,000.00) with a final payment due and payable on together with interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mortgage.

The Morrgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Morrgages, its successors and assigns as follows:

- or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid property, or if said real estate or any part thereof should be attached, lavied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the tents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of the abovementioned mortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state . repair, normal wear and tear excepted; (b) Mortgagor will pay all caxes and assessments imposed on the said property and will otherwise take such action and emercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee. against damage to or destruction of the improvements included in said real estate by fire or windstorm or by any cause customerily included in the term "extended coverage", such insurance to be in a sum not at any time 'ess than the value of such improvements or the total of the indebtedness then hereby cured plus all taxes, assessments and indebtedness them secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgageo as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and a Mortgagee may collect the proceeds of any insurance.

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4. The Mortgages at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgages to the Mortgages. No delay by the Mortgages in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgages to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgages may enforce any one or more of its rights or remedies hereunder successively or concurrently.

j. That the Real Estate mortgaged hereby is free, clear, and uneacumbered
except as to (a) real estate taxes not yet due, (b) usual essements, covenants
and restrictions of record, (c) Real Estate Mortgage dated
from Mortgagor to
in the original amount of
in the original amount of which moregage is not in default and has an unpaid balance of \$
(d) Other

- 6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgages prior written consent sell or transfer any interest in this real estate then at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.
- 7. The covenants, agreements, and conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

the singular, and the use of any IN WITNESS WHEREOF this Mortgage tay of, 1980	has been executed by the Mortgagor on this 26th
	By: Buker Techtol
	Richard Lightfoot President
	George B. Holle Secretary
ACKNOWLEDGNENT B	BY CORPORATE MORTGAGOR
STATE OF INDIANA)	
) SS	\$:
COUNTY OF Lake	
I. Verna M. Hultgren	, a Notary Public 1s and for said County and
itate, do hereby certify that	Richard Lightfoot and
George B. Holle	, personally known to as to be the
President	rated Secretary , respectively
f the Master Jobbers Incorpor	rated
re personally known to me to be	the same persons whose names are subscribed to the
oregoing mortgage and appeared	before me ch' 26th day of June, 19 80
	ledged that a h said officers they signed and
	and caused the corporate seal of the corporation
o be affixed thereco, pursuant	to authority given by the Board of Directors of
aid corporation, as their free	and voluntary act and deed and as the free and
oluntary act and deed of said c	corporation for the uses and purposes therein see forth.
ITNESS my hand and official sea	
ly Commission Expires:	Verna m. Helt ren
November 27, 1983	Verna M. Hultgress Notary Public
	Verna M. Hultgren Notary Public
•	, ocum and managementocus, 1 60246

This Instrument prepared by: Dalbert S. Werkins an Officer of Sank of Indiana. No.A.