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FOR REL. SEE DOC.  
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THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

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# REAL ESTATE MORTGAGE

This indenture witnesseth that WASHBURN LAND CO., INC., an Indiana corporation,

of Lake County, Indiana,

as MORTGAGOR

Mortgage and warrant to WALSH & KELLY, INC., an Indiana corporation,

of Lake County

Indiana, as MORTGAGEE

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

Lot 1 and North 20 feet of Lot 2 Innsbrook Subdivision, Unit Number 1 in Plat Book 35, Page 19, in the office of the Recorder of Lake County, Indiana, commonly known as 6400 Taft Street, Merrillville, Indiana.

This Mortgage is secured by one Promissory Note of even date herewith in the amount of \$40,000.00, payable in 1 year from date, with interest at the rate of 12%, after default interest at the rate of 18%.

Subject to a Mortgage due and payable to First State Savings Association having an unpaid balance in the approximate sum of \$39,000.00.

RECORDED  
OCT 29 1 17 PM '79  
WILLIAM HIELESKI JR  
RECORDER

Re recorded to show notary signature

and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay said note or any installment thereon as it becomes due, 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 said note shall be due and collectible, and this mortgage may be foreclosed accordingly. 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 for the benefit of the mortgagee as its interest may appear and the policy duly assigned to the mortgagee in the amount of Forty Thousand (\$40,000.00) Dollars, and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with 12% per cent interest thereon, shall be a part of the debt secured by this mortgage.

### Additional Covenants:

STATE OF INDIANA  
LANE COUNTY  
OCT 22 10 20 AM '80  
WILLIAM HIELESKI JR  
RECORDER



State of Indiana, Lake County, ss:

Dated this 1st Day of December, 1979

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of December, 1979

WASHBURN LAND CO., INC. an Indiana corporation

personally appeared: Washburn Land Co., Inc., an Indiana corporation, by Verne E. Washburn, its President & James E. Washburn, its Secretary,

By: Verne E. Washburn, President

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires July 24, 1980

ATTEST: James E. Washburn, Secretary

Robert A. Lucas, Notary Public Resident of Lake County.

James E. Washburn, Secretary

This instrument prepared by ROBERT A. LUCAS, Attorney at Law

MAIL TO: Robert A. Lucas, 1000 E. 80th Pl., South 606, Merrillville, Indiana 46410

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