

B393216

Hoosier State Bk of Ind
479 State St, Hammond 46325

Real Estate Mortgage

649522

This Indenture Witnesseth, That Hoosier State Bank of Indiana, a corporation of Indiana, as Trustee under agreement known as Trust Number A-1054

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

of Lake County, in the State of Indiana

Mortgage and Warrant to Hoosier State Bank of Indiana

of Lake County, in the State of Indiana, the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

Lots 29 and 30, Block 5, East Lawn Addition, to the City of Hammond, as shown in Plat Book 2, page 73, in Lake County, Indiana

Exculpatory Clause - Mortgage

This mortgage is executed by Hoosier State 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Hoosier State Bank of Indiana or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

This mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount of \$6,300.00* given to the Hoosier State Bank of Indiana, Hammond, Indiana, payable as therein provided. The mortgagor expressly agrees that this mortgage shall be and remain as security for the payment of said principal note or notes, or any other note or notes that hereafter may be given in renewal or extension of the same, and for any and all other notes, indebtedness and obligations of the under signed to the said mortgagee in accordance with the terms thereof. In the event of a proceeding to foreclose this mortgage, the Mortgagor agrees to pay reasonable attorney's fees and such other expenses necessarily a part of such proceedings.

STATE OF INDIANA
LAKE COUNTY
RECORDED
AUG 7 1 26 PM '81
WILLIAM H. SKI JR.
RECORDER

* Executed by John H. Lelito

and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay any one of said notes, 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 all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are 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 their interest may appear and the policy duly assigned to the mortgagee, to the amount of \$6,300.00 Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor has hereunto set their hands and

seal this 5th day of August 19 81

Ronald E. Hanock
Ronald E. Hanock, Exec. V.P.

(Seal) Robert J. Vician (Seal)
Robert J. Vician, Vice President
and Trust Officer (Seal)

(Seal) (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 5th day of August 1981, came the within named Robert J. Vician, Vice President and Trust Officer, and Ronald E. Hanock, Executive Vice President respectively of the Hoosier State Bank of Indiana and as such officers acknowledge the execution of this document, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Mildred V. Dooley Notary Public
Mildred V. Dooley

My Commission expires 4-6-84

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to which is recorded in the office of the Recorder of County, Indiana, in Mortgage Record page, and the notes described therein which it secures are hereby assigned and transferred to without recourse upon the mortgage.

Witness the hand and seal of said mortgagee, this day of 19 (SEAL)

STATE OF INDIANA, County, ss: :

Before me, the undersigned, a Notary Public in and for said county, this day of 19, came and acknowledged the execution of the annexed assignment of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires Notary Public.

RELEASE OF MORTGAGE

THIS CERTIFIES that the annexed Mortgage to which is recorded in the office of the Recorder of County, Indiana, in Mortgage Record page, has been fully paid and satisfied and the same is hereby released.

Witness the hand and seal of said mortgagee, this day of 19 (SEAL)

STATE OF INDIANA, County, ss: :

Before me, the undersigned, a Notary Public in and for said county, this day of 19, came and acknowledged the execution of the annexed release of mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires Notary Public.

MORTGAGE

FROM

TO

Received for record this day of 19 at o'clock m., and recorded in Mortgage Record No. page Recorder County.

Fee \$