

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

MERCANTILE NATIONAL BANK
OF INDIANA
HAMMOND, INDIANA

5243 Holman ave
Hammond, IN
Pol 394898-9

2
653079

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That

ARTHUR J. KUHN and ANITA G. KUHN, husband and wife

of Lake County, in the State of Indiana

Mortgage and Warrant to Mercantile National Bank of Indiana, a Corporation organized and existing under the laws of the United States of America 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:

Condominium unit designated as Unit 5, 236 Inverness Lane, Schererville, Ind. in Springwood Condominiums horizontal property regime recorded as Document No. 652817, under date of December 7, 1981 on the records of Lake County, Indiana together with a 50% undivided percentage interest appertaining to such condominium unit in the common areas and facilities of Springwood Condominiums until such time as amendments to the condominium instruments are recorded, at which time the undivided interest in the common areas and facilities shall be reduced as set out in the declaration.

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 ONE HUNDRED FIFTY TWO THOUSAND DOLLARS, (\$52,000.00), 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 the value of the mortgaged property or its adequacy to discharge the indebtedness due and the mortgagor expressly agree 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 shall 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, in the amount of One Hundred Fifty Two Thousand & No/100 Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 2 per cent interest ~~thereon~~, shall be a part of the debt secured by this mortgage.

over the contract rate

In Witness Whereof, the said mortgagor has hereunto set their hands and seal this Fourth day of December 19 81

(Seal) *[Signature]* (Seal)
ARTHUR J. KUHN
(Seal) *[Signature]* (Seal)
ANITA G. KUHN
(Seal) (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, day of December 1981
ARTHUR J. KUHN and ANITA G. KUHN, husband and wife

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
DEC 8 1 22 PM '81
WILLIAM BECKSKI JR

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires 8/15/83 *[Signature]* Notary Public
(Opal F. Richards)

This instrument prepared by: Vern F. Holzhall

[Handwritten marks]