

Pol 395167 Hoosier State Bk of Ind  
No 264900 479 State St, Hamd 46325

654940

# Real Estate Mortgage

655364

CHICAGO TITLE INSURANCE  
INDIANA DIVISION

This Indenture Witnesseth, That

HOOSIER STATE BANK OF INDIANA AS TRUSTEE FOR TRUST A-1137

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 30 9 04 AM '92  
WILLIAM BIELSKI JR  
RECORDER

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:

Part of the West 699.28 feet of the East 881.1 feet of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 35 North, Range 8 West of the 2nd P.M. in the Town of Merrillville, Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Southeast 1/4 1/4; thence North 90 degrees West along the South line of said Southeast 1/4 1/4, 181.82 feet; thence North 00 degrees, 55 minutes, 94 seconds West a distance of 73.37 feet; thence North 89 degrees 54 minutes 03 seconds West along a line parallel with and 40 feet North of the North right-of-way line of U.S. Highway 30 a distance of 291.29 feet to the point of beginning; thence continuing on said line North 89 degrees 54 minutes 03 seconds West a distance of 158 feet; thence North 00 degrees 44 minutes 06 seconds West a distance of 480 feet; thence East 158 feet to a point which is 480 feet north of the place of beginning; thence South 00 degrees 55 minutes 94 seconds East 480 feet to the place of beginning, (excepting therefrom the South 335.33 feet thereof) to be known as the North 144.67 feet of the South 480 feet of Lot 2, Columbus Subdivision, as recorded in Plat Book 50, page 41, in the office of the Recorder of Lake County, Indiana.

This mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount of \$ 40,000.00 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 undersigned 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.

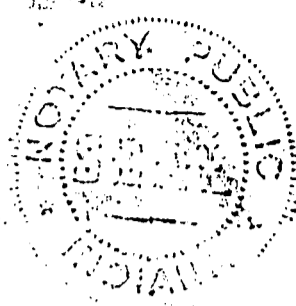
and the mortgagors expressly agree to pay the sum of money above secured, without relief from valuation or appraisal laws; and upon failure to pay any one of said notes, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter 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 mortgagors 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 Forty Thousand and No/100 (\$40,000.00) 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 have hereunto set their hands and seal this Twenty Second day of December 19 81  
HOOSIER STATE BANK OF INDIANA AS TRUSTEE FOR TRUST A-1137  
(Seal) \_\_\_\_\_ (Seal)  
(Seal) Robert J. Vician, Vice President (Seal)  
(Seal) \_\_\_\_\_ (Seal)  
By: James L. de Vou, Tr. Inv. Officer

1-5-82 7.00

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.

STATE OF INDIANA, Lake COUNTY, ss:



Before me, the undersigned, a Notary Public in and for said County, this  
Twenty Second day of December 1981, came  
Robert J. Vician, Vice President and James L. DeVou, Trust  
Investment Officer of HOOSIER STATE BANK OF INDIANA, and as  
such officers

and acknowledged the execution of the foregoing instrument.  
Witness my hand and official seal.

Mildred V. Dooley Notary Public

My Commission expires April 6, 1984

MILDRED V. DOOLEY  
Notary Public, Lake Co., IN  
My Comm. Expires April 6, 1984

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 \$ .....

RECORDED  
MORTGAGE

DEC 22 1981