

Record, Chicago Returns: Clarence H. Harney, 8522 Moraine Avenue, Munster, Indiana 46321
R-50970 'Jrw 267757

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.

CHICAGO TITLE INSURANCE COMPANY

2 663266

REAL ESTATE MORTGAGE

This indenture witnesseth that Lake County Trust Company, as Trustee under Trust #2374, dated June 24, 1976

of _____, as MORTGAGOR,

Mortgage and warrant to Norman Berndt and Lorraine Berndt, as joint tenants with right of survivorship

of Lake County Indiana, as MORTGAGEE,

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

Lots 3, 4 and the South One-half of Lot 2, Meredith's First Subdivision, in the City of Hobart, as shown in Plat Book 18, Page 5, in Lake County, Indiana.

The North 30 rods of the North One-half of the Northeast One-Quarter of Section 18, Township 35 North, Range 7 West of the Second Principal Meridian excepting therefrom the South 165 feet and thereof containing less said exception 20 acres more or less.

To secure a note in the amount of \$70,000.00

MAR 26 9 11 AM '82
WILLIAM BIELSKI JR
RECORDER
STATE OF INDIANA
LAKE COUNTY
HOBART

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 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 interest may appear and the policy duly assigned to the mortgagee, 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.

Additional Covenants:

State of Indiana, County, ss: Dated this 25th Day of March 1982
Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of _____ personally appeared:

BY: SEE SIGNATURE PAGE ATTACHED
James E. Tyson, as 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 _____ 19____

ATTEST: _____ Seal
BY: SEE SIGNATURE PAGE ATTACHED
Charlotte L. Keilman, as Assistant Secretary Seal

Notary Public _____ Attorney at Law

This instrument prepared by Clarence H. Harney
MAIL TO: Clarence H. Harney 8522 Moraine Ave. Munster, Indiana 46321

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THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, 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 said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on the said First Party or on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Lake County Trust Company personally are concerned, the legal holder or holders of said principal note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and attested by its Assistant Secretary this 25th day of March, 1982.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 24th, 1976 and known as Trust No. 2374.

By: James E. Tyson
James E. Tyson, as President

ATTEST:

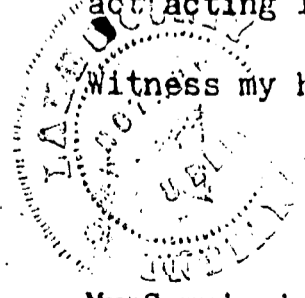
By: Charlotte L. Keilman

Charlotte L. Keilman, as Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named James E. Tyson, as President and Charlotte L. Keilman, as Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 25th day of March, 1982.



Ruth E. Carlson
Ruth E. Carlson - Notary Public
Resident of: Lake County.

My Commission Expires:
March 22, 1986