HO

Policy A-409955 LD 10004352 Warren A. Reeder 260-165th St, Hammond, IN 46324 Attn: Roger Reeder

REAL ESTATE MORTGAGE

INDENTURE WITNESSETH, this 18th day of October, that the Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated october 18, 1984, and known as Trust No. 4562, as Mortgagor, mortgages and warrants to GEORGE W. PECK, and CATHERINE E. PECK, and to the survivor of them, Mortgagee, the following real estate in Lake County, State of Indiana, to-wit:

> Lot 7, except the North 10 feet thereof, all of Lots 8, 9 and 10, Block 8, Homewood Addition, in the City of Hammond, as shown in Plat Book 2, page 29, in Lake County, Indiana.

To have and to hold the same, to secure the faithful performance of the conditions and covenants of that certain Indemnification Agreement of even date herewith. And the Mortgagor expressly agrees to perform the Agreement secured, without relief from valuation or appraisement laws, and upon failure to perform as required thereby, the said Agreement shall be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said Agreement is fully performed, said Mortgagor will keep all legal taxes and charges and prior encumbrances against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee as its interest smay covenants and agrees that all Eterms: Mortgagor appear. Mortgagor covenants and agrees that all iterms? a conditions, provisions and covenants as may be contained; and use to the contained; and use forth in any prior encumbrance shall be performed in accordance and with the terms thereof, and the failure of Mortgagor to specific and the mortgagor to sp shall be a breach and default of the Indemnification Agreements secured hereby and of this Mortgage, the same as if said terms conditions, provisions and covenants were set forth in Tull & and this Mortgage may be foreclosed by Mortgagee nerein, accordingly.

Mortgagee acknowledges that this is a second mortgage and is subordinate to the first mortgage on the aforesaid real estate, said first mortgage being held by Calumet Federal Savings and Loan Association, Hammond, Indiana, securing an obligation in the amount of TWO HUNDRED PIVE THOUSAND THREE HANDRED THIRTY-SIXAND (\$\$05,336.28).

anything contained herein to the Notwithstanding contrary, the obligations of Mortgagor herein shall be without recourse to Mortgagor personally or individually, applicable, to any of its partners, personally or individually, and Mortgagee shall be entitled to recover only against the security provided hereby in the event of breach or default by Mortgagor.

This Instrument is executed by Mercantile National Bank of Indiana not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Mercantile National Bank of Indiana are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the Mercantile National Bank of Indiana by reason of any of the covenants, statements, representations or warranties contained in this Instrument.

This Instrument is executed by MERCANTILE NATIONAL BANK OF INDIANA, not personally but solely as Trustee, as atoresald. All the covenants and conditions to be performed hereunder by the MERCANTILE NATIONAL BANK OF INDIANA are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the MERCANTILE NATIONAL BANK OF INDIANA by reason of any of the covenants statements, representations or warrantles contained in this instrument.

Mercantile National Bank of Indiana as Trustee aforesaid and not personally

Franklin J. Black,

Trust Officer

ATTEST:

Louise M. Johnson, Assistant Trust Administrator

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this 18th day of October, 1984, personally appeared Franklin J. Black, Vice President and Trust Officer and Louise M. Johnson, Assistant Trust Administrator, the duly authorized and appointed Vice President & Tr. Officer and Assistant Trust Administrator, respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing Mortgage.

In witness whereof, I have subscribed my name and affixed my official seal.

Lois Monts

Notary Public

Resident of Lake County, Indiana

My Commission Expires:

. August. 9, 1985

艺艺艺艺

This instrument prepared by Glenn R. Patterson, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322.