

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

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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, this 18th day of October, 1984, 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, JR. and CATHERINE E. PECK, and to the survivor of them, as 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 appraisal 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 may appear. Mortgagor covenants and agrees that all terms, conditions, provisions and covenants as may be contained and set forth in any prior encumbrance shall be performed in accordance with the terms thereof, and the failure of Mortgagor to so perform shall be a breach and default of the Indemnification Agreement secured hereby and of this Mortgage, the same as if said terms, conditions, provisions and covenants were set forth in full herein, and this Mortgage may be foreclosed by Mortgagee 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 FIVE THOUSAND THREE HUNDRED THIRTY-SIX AND 28/100 (\$205,336.28).

Notwithstanding anything contained herein to the contrary, the obligations of Mortgagor herein shall be without recourse to Mortgagor personally or individually, or, if 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.

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA, S.S. NO. 10004352
LAKE COUNTY

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