

MAIL to 7803 75 AVE Suite 3 Schererville Ind. 46375

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 MAY ONLY BE DONE BY A LAWYER.

23489 REAL ESTATE MORTGAGE

This indenture witnesseth that CALUMET NATIONAL BANK as Trustee under Trust Number P-2299

of Lake , as MORTGAGOR ,

Mortgages and warrants to DANIEL E. JORDAN and MARY J. JORDAN

of Lake County Indiana, as MORTGAGEE ,

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

Lots 1 through 8 inclusive and Lots 33 through 90 (except lots 34 and 40) inclusive in Baker's Estates in the Town of Schererville, as per plat thereof, as recorded in Plat Book 51, page 56 as amended by instrument recorded August 26, 1980 as document number 595796 in the Office of the Recorder of Lake County, Indiana.

Subject to Trustee's exculpation attached hereto and made a part hereof.

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:
Promissory note for the amount of eighty-two thousand dollars (\$82,000.00) payable on or before April 1,

RECORDED
INDEXED
OCT 8 1 06 PM '85
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing, with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with 14.6 percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants:

None

State of Indiana, Lake County, ss: Dated this 1 Day of October 19 85

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of October 19 85, personally appeared Calumet National Bank as Trustee under Trust No. P-2299 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 7-19 19 88

Cletus F. Epple Seal
CALUMET NATIONAL BANK, as trustee under Trust No. P-2299 by its authorized representative and Seal
not personally by Cletus F. Epple, Vice President and Trust Officer Seal

Boyd M. Kennedy Signature
Boyd M. Kennedy Printed Name

Resident of Lake County

This instrument prepared by Nick J. Anast, 7803 W. 75th Ave., Schererville, Attorney at Law

MAIL TO: Nick J. Anast, 7803 W. 75th Avenue, Schererville, IN 46375 550

Executed and delivered by the Calumet National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.