

RETURN TO: HOOSIER STATE BANK OF INDIANA/Commercial Loans
479 State Street, Hammond, IN 46320

\$5.50

J-421932 Lⁿ O-4017

Real Estate Mortgage

3
876415

This Indenture Witnesseth, That LAKE COUNTY TRUST COMPANY, an Indiana corporation, as Trustee under the provisions of a trust agreement dated 23rd day of July, 1985, known as Trust Number 3466.

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:

Unit No. 101, 321 Deerpath Drive, Deerpath Estates Phase Two-A, a Horizontal Property Regime, as recorded as Document Nos. 572045 and 572046, under the date of February 5, 1980 and as amended by Document Nos. 649610, (and re-recorded November 19, 1981 as Document No. 651214), 649611, 649612 and 649613, under the date of November 4, 1981, in the Recorder's Office of Lake County, Indiana, and the undivided interest in the common elements appertaining thereto.

INDIANA
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 22 1 16 PM '85
RUBBO, PH CLAY
RECORDER

CHICAGO TITLE INSURANCE COMPANY

This mortgage is given to secure the payment of a certain Promissory Note of even date herewith in the principal amount of \$43,000.00 executed by Ralph A. Fleck and Margaret A. Fleck, husband and wife, given to 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 Ralph A. Fleck and Margaret A. Fleck to the said mortgagee in accordance with the terms thereof. In the event of a proceeding to foreclose this mortgage, Ralph A. Fleck and Margaret A. Fleck agree to pay reasonable attorney's fees and such other expenses necessarily a part of such proceedings.

Ralph A. Fleck and Margaret A. Fleck 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 debtors 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-Three and No/100-----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, I the said mortgagor have hereunto set my hands and seal this 4th day of September 19 86
LAKE COUNTY TRUST COMPANY, as Trustee under
ATTEST: _____ (Seal) Trust No. 3466 _____ (Seal)

SEE SIGNATURE PAGE ATTACHED (Seal) BY SEE SIGNATURE PAGE ATTACHED (Seal)
Charlotte L. Keilman, Assistant Secretary Donna LaMere, Vice President and Trust Officer (Seal)

This instrument prepared by Leo R. Mola, Assistant Vice President.

Handwritten initials/signature in the bottom right corner.

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 4th day of September 1986, came LAKE COUNTY TRUST COMPANY, an Indiana corporation, as Trustee under the provisions of a trust agreement dated 23rd day of July, 1985, known as Trust Number 3466, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

SEE SIGNATURE PAGE ATTACHED

Notary Public

Linda McClellan

My Commission expires June 12, 1989

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 \$

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 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 said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes 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 notes 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 Vice President and Trust Officer and attested by its Assistant Secretary this 4th day of September, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 23, 1985 and known as Trust No. 3466.

BY: Donna LaMere
Donna LaMere, Vice President & Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, 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 Donna LaMere, Vice President and Trust Officer and Charlotte L. Keilman, 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 4th day of September, 1986.

Angeline Bravos
Angeline Bravos Notary Public

Resident: Lake County, Indiana

My Commission Expires:

May 15, 1989