015798

ERCANTILE NATIONAL BANK OF INDIANA HAMMOND, INDIANA 46.338 52.43 Halman Auc

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That

Mercantile National Bank of Indiana, as Trustee, under Trust Agreement dated September 15, 1987, and known as Trust No. 5033

of Lake

County, in the State of

Indiana

Mortgage and Warrant to Mercantile National Bank of Indiana, a Corporation organized and existing under the laws of the United States of America 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:

(See attached for legal description)

together with the tenements, appurtenances and rights thereunto belonging, together with the rents therefrom, to secure the payment of one promissory note, of even date, in the amount of Six Hundred Thousand and No/100--- DOLLARS, (600,000.00), made and executed by the mortgagor, payable to the order of the mortgagee, in accordance with the terms as set out in said promissory note.

In the event of a proceeding to foreclose this mortgage, the Mortgagor agrees to pay reasonable attorneys fees and such other expenses necessarily a part of such proceeding.

The lien of this mortgage shall include all equipment and appliances located on said real estate whether now or hereafter attached to or used in said real estate. In the event of a foreclosure, the Mortgagee may apply for a Receiver who shall take possession of the above real estate, and collect the rents therefrom, and complete said structure, and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to discharge the indebtedness due and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisement 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 of said notes are 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 their interest may appear and the policy duly assigned to the mortgagee, in the amount of Six Hundred Thousand 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.

*Five (5) per cent over the rate stated in the note. In Witness Whereof, the said mortgagor have hereunto set their france and

seal	this	21st	day of	December MERCANTILE NATIONAL	BANK OF INDIANA	Š
			(Seal)	December MERCANTILE NATIONAL AS Trustee, under Tr dated September 15,	rust Agreement (Sea	ジ ア
		*******************	(Seal)	as Trust No. 5033	(Sea	1)
			(Seal)			
			COUNTY, ss:			
Before me, the undersigned, a Notary Public in and for said County, this						
			day of19, came			
			•	•••••••••••••••••••••••••••••••••••••••	,	•••
٠						
			Witness my hand and official seel			

Witness my hand and official seal.

This instrument prepared by:

My Commission expires ...

Vern F. Holzhall

opared by. Verti I

100 100

... Notary Public

MNB 229

Being a subdivision of that part of the Northwest Quarter of Section 30, Township 36 North, Range 9 West of the Second Principal Meridian, being more particularly described as follows: Beginning at the Southeast corner of Fairmeadow 24th Addition, Block 3, A Planned Unit Development to the Munster, as recorded in Plat Book 54, page 50 in the Office of the Recorder of Lake County, Indiana; thence North 01º18'32" East along the East line of said Block 3, a distance of 175.00 feet to a point of curve; thence Northeasterly on a curve concave to the Southeast and having a radius of 205.00 feet, an arc distance of 63.84 feet; thence South 71°42'03" East, a distance of 467.91 feet to the Westerly line of Columbia Avenue (100 feet wide); thence South 18º17'57" West, along the Westerly line of Columbia Avenue, a distance of 164.34 feet to the North line of Fran-Lin Parkway (100 feet wide); thence Westerly along the North line of Fran-Lin Parkway on a curve concave to the South and having a radius of 1293.53 feet, an arc distance of 412.55 feet; thence North 89°58'28" West along the North line of Fran-Lin Parkway, a distance of 2.38 feet to the point of beginning containing 1.9235 acres, more or less, all in the Town of Munster, Lake County, Indiana.

Now known as Lot 1 in Fairmeadow 24th Addition Block 5 to the Town of Munster, as per plat thereof, recorded in Plat Book 64 page 52, in the Office of the REcorder of Lake County, Indiana.

THIS MORTGAGE is executed by the MERCANTILE NATIONAL BANK OF INDIANA, 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 ME RCANTILE NATIONAL BANK OF INDIANA, 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 note contained shall be construed as creating any liability on the said First Party or on said MERCANTILE NATIONAL BANK OF INDIANA personally to pay the said 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 MERCANTILE NATIONAL BANK OF INDIANA personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Gary M. Wilbert, Assistant Vice President/Corporate Trusts
STATE OF INDIANA)

) SS:
COUNTY OF LAKE

Lorraine S. Kovach , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Louise M. Johnson of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, of said national banking association, Gary M. Wilbert personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. V.P./Corp. Trusts respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Asst. Vice Pres./Corp. Trusts did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses

free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21stday of December

vaine V.

Notary Public

Lorraine S. Kovach

My Commission Expires:

County of Residence: Lake