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MERCANTILE NATIONAL BANK

OF INDIANA

HAMMOND, INDIANA

24249

REAL ESTATE MORTGAGE

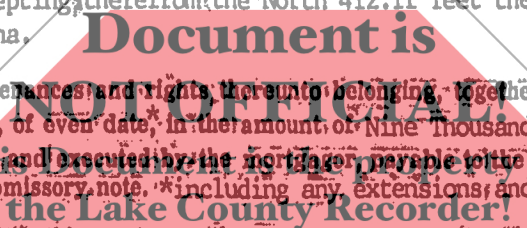
THIS INDENTURE WITNESSETH, That

JOHN AND MAGDALENE EARNSHAW HUSBAND AND WIFE

STATE OF INDIANA, S.S. NO. LAKE COUNTY FILED IN REC'D ROBERT RECORDER AND DEC 17 2 28 PM '90

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:

That part of the Northwest quarter of the Northeast quarter of Section 18, Township 35 North, Range 9 West of the Second Principal Meridian, lying North of the North line of Joliet Road (US Highway 30), described as follows: The East half of the East half of said Northwest quarter of the Northeast quarter, excepting therefrom the West 100 feet, also excepting therefrom the East 101 feet, and also excepting therefrom the North 412.11 feet thereof; in the Town of Dyer, in Lake County, Indiana.



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 Nine Thousand Two Hundred Thirty and 16/100 DOLLARS, (9,230.16), 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, including any extensions and renewals thereof.

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 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 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 Nine Thousand Two Hundred Thirty and 16/100 Dollars, and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with * percent interest thereon, shall be a part of the debt secured by this mortgage. *2% over the rate stated in the note.

In Witness Whereof, the said mortgagor have hereunto set their hands and seal this 26th day of November 1990. John Earnshaw (Seal) Magdalene Earnshaw (Seal)

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 26TH day of NOV 1990, came John and Magdalene Earnshaw, Husband and Wife



and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My Commission expires 8/28/92 Evelyn Leonakis Notary Public

This instrument prepared by: D. C. Scherrer

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