MERCANTILE NATIONAL BANK OF INDIANA HAMMOND, INDIANA

140035

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH; That MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under Trust Agreement dated June 6, 1990 and known as Trust No. 5278

INDIANA DIVISION Indiana County, in the State of

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

of

Lake

County, in the State of Indiana, as follows, to-wit:

(See attached for legal description)

together with the tenements, appurite to belonging, together with the rents therefrom, to secure int of fire thousand more productions. the payment of one promissory note, of even date, DOLLARS; (-\$351,000:00 %, with the terms as set out in safe the mortgagor, payable to the order of the mortgagee, in accordance

to pay reasonable attorneys fees In the event of a proceeding to foreclose this mortgage 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 3 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 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 cortgagee, as policy duly assigned to the mortgagee, in the amount of IHREE HANDED FIFTY ONE IHOUSAND and ND/100-and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with * interest thereon, shall be a part of the debt secured by this mortgage. over the rate etated in the

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:seal	this	11th		day of	:De	cember		1990
**********			, .	(Seal) ME	RCANT	ILE NATIONAL	BANK OF	INDIANA(Seal)
				as Ju	Trus ne 6.	tee under Tri 1990 and≹kno	ust Agree Dwn as Tir	ment dated ust No. 5278
								ust No. 5278 (Seal)
********		(Seal) SEE SIGNATURE PAGE ATTACHED (Seal						
STATE OF INDIANA,								
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My Co	mmission; exp	pires	·····	Mar		•		্র NotaryaPublic

This instrument prepared by: Vern E. Holzhell

Notary-Public

MNB 229

CAGO TITLE INSURANCE

per cent

THE WEST 200 FEET OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2nd P.M., DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 5, THAT IS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST. 344.77 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO SAID WEST LINE 400.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL TO SAID WEST LINE, 400.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 400.00 FEET TO THE WEST LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 400.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, 'INDIANA.

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M., AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS SAID SECTION 5; WEST, ALONG THE WEST LINE OFUSAYOR SECTION 5, A DISTANCE OF 344.77 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO SAID WEST LINE, 400.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL TO: THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 400.00 FEET, THENCE SOUTH 90 LAC DEGREES 00 MINUTES 00 SECONDS WEST, 393.42 FEET TO THE WEST OF SAID SECTION 32; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 32, A DISTANCE OF 55.14 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 32% THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 5 ADISTANCE OF 7.26 FEET, TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER. OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 51 FEET SOUTH OF THE NORTHWEST CORNER OF THE ABOVE SAID SECTION 5 AND RUNNING THENCE EAST 175 FEET, THENCE SOUTH 100 FEET, THENCE WEST 175 FEET TO THE WEST LINE OF SAID SECTION, THENCE NORTH 400 FEET TO THE PLACE OF BEGINNING IN LAKE COUNTY. INDIANA, ALSO EXCEPTING THEREFROM THE NORTH 60 FEET THEREOF, IN 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 MERCANTILE) 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.

IN WITNESS WHEREOF, MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. VP/TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASST. VP/CORP TRUST IN Chief To the ASST. VP/C

NOT OFFICIAL.

MERCANTILE NATIONAL BANK OF INDIANA,

This Document is the Bank of the Unit of the Lake County long of the Unit of the Lake County long of the Lake and known as

Trust No. 5278

By:

DAVID FORBES, ASSISTANT VICE PRESIDENT
AND TRUST OFFICER

CARY, M., WILBERT, ASST. VP/
CORP. TRUST

STATE OF INDIANA

SS.

a Notary Public in and for said County I, ...GWENDALIN M. MILLER in the State aforesaid, DO HEREBY CERTIFY, that DAVID L. FORBES of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, of said national banking association, and GARY M. WILBERT personally known to mesto be the same persons whose names are subscribed to the foregoing instrument as such ASST. VP/TRUST OFFICER and ASST. VP/CORP TRUST respectively, appeared before methis 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. VP/CORP TRUST 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

and purposes therein set forth.

GLYEN-under my hand and Notarial Seal this 12TH day of DECEMBER

June Malle

My Commission Expires:

9730794

GOUNTY OF LAKE