

91021301

MERCANTILE NATIONAL BANK

OF INDIANA

HAMMOND, INDIANA

7227 Calumet Ave.

Hammond, IN 46324

6-38796

# REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Theron S Clark (deceased) and Mildred D Clark

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: Situated in the City of Hammond, County of Lake, and State of Indiana, and is further described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 9, Township 36 North, Range 9 West of the 2nd Principle Meridian, Commencing at a point 1093.43 feet North and 332.9 feet West of the Southeast corner of said tract and running thence North 113.88 feet; thence West 166.45 feet; thence South 113.88 feet; thence East 166.45 feet to the place of beginning, excepting the East 30.0 feet, the West 10.0 feet, and the South 40 feet thereof, in the City of Hammond, in Lake County, Indiana, more commonly known as 7112 Marshall Ave together with the tenements, appurtenances and rights thereunto belonging, together with the rents therefrom, Indiana the payment of one promissory note, of even date, in the amount of Five Thousand, Thirty One & 36/100 DOLLARS, ( 5,031.36 ), 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 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 her interest may appear and the policy duly assigned to the mortgagee, in the amount of Five Thousand, Thirty One & 36/100 Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 2% over per cent interest thereon, shall be a part of the debt secured by this mortgage. Stated Note

In Witness Whereof, Theron S Clark (deceased) and Mildred D Clark the said mortgagor ha hereunto set Her hands and seal this 19th day of April 19 91

Mildred D Clark (Seal) Mildred D Clark Theron S Clark (deceased) (Seal) (Seal) (Seal)

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 19th day of April 19 91, came Theron S Clark (deceased) and Mildred D Clark

and acknowledged the execution of the foregoing instrument.

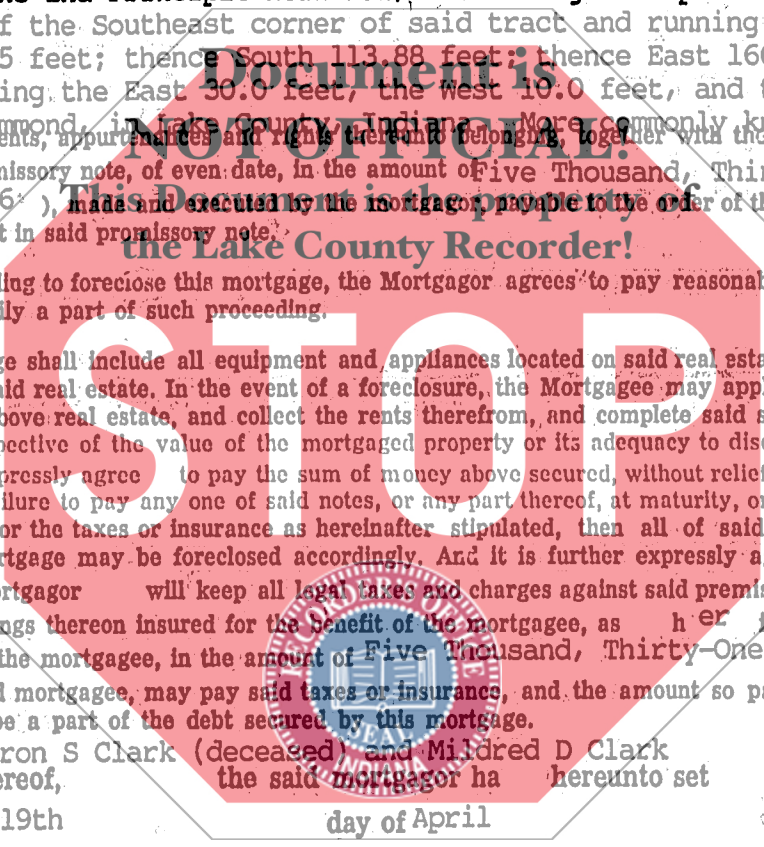
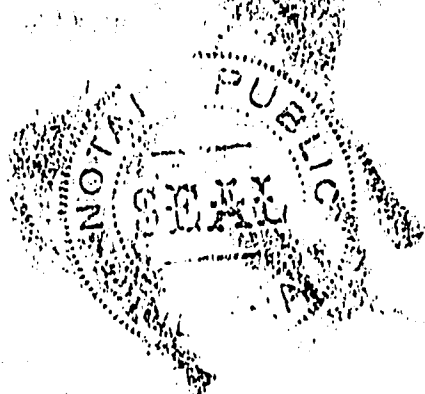
Witness my hand and official seal.

My Commission expires July 19, 1993

Barbara L Whitfield Notary Public

This instrument prepared by:

Harry F Murphy



STATE OF INDIANA  
LAKE COUNTY  
FILED  
MAY 6 9 1991  
ROBERT WOODS  
RECORDER