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MERCANTILE NATIONAL BANK

OF INDIANA

HAMMOND, INDIANA

7227 Calumet Ave.  
Hammond, IN 46324

6-38860

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Paul D. Swinford AND Cynthia J. Swinford

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED  
MAY 13 12 56 PM '91  
ROBERT E. REEHLA  
RECORDER

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:  
Lot Fifteen (15), Homestead Gardens Master Addition, Block Twenty-one (21), to the Town of Highland, as shown in Plat Book 35, page 57, in Lake County, Indiana.  
Commonly known as: 7948 Duluth Dr.  
Highland, IN 46322

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 Five thousand, two hundred and ninety-four 52/100 DOLLARS, ( \$5,294.52 ), 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 their interest may appear and the policy duly assigned to the mortgagee, in the amount of Five thousand, two hundred and ninety-four 52/100 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. rate stated in note

In Witness Whereof, the said mortgagor have hereunto set their hands and

seal this 25th day of April, 1991

Paul D. Swinford (Seal) Cynthia J. Swinford (Seal)  
Paul D. Swinford Cynthia J. Swinford

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 25th day of April, 1991, came Paul D. Swinford AND Cynthia J. Swinford

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

My Commission expires 7-12-92

Julie A. Vaughan  
Notary Public  
County of Residence: Lake

This instrument prepared by: J. Vaughan

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