91024077

MERCANTILE NATIONAL BANK OF INDIANA HAMMOND, INDIANA

B-453403

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That MERCANTILE NATIONAL BANK OF INDIANA, as
Trustee under Trust Agreement dated September 4, 1986
and known as Trust No. 4879

County, in the State of of Indiana Lake 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 County, in the State of Indiana, as follows, to-wit: Lake Lot 54 in Oak Meadows Subdivision Unit One, to the Town of St. John, as shown in Plat Book 69, page 21, in Lake County, Indiana nging, together with the rents the parom, together with the tenements; appurtenant the payment of one promissory note, of even date, in the seventy, Thousand and No 2100-DOLLARS, (\$70,000 00 made and executed by the mortgagor, payable to the order of the mortgago, in action the terms as set out is said promisedly noted to the property of In the event of a proceeding to forecide 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 g 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 poortgagee, as h is interest may appear and the Dollars. 2% over the rate stated in the note. In Witness Whereof, the said moving ager has hereunto set hands and 19: 91 this day of seal May 10th es Trustee under Trust Agreement dated

(Seal) MERCANTILE NATIONAL BANK OF INDIANA (Seal)

as Trustee under Trust Agreement dated

(Seal) September 4, 1986 and known as Trust (Seal)

Number 4879

(Seal) SEE SIGNATURE PAGE ATTACHED (Seal)

STATE OF INDIANA,

COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this

day of 15 county

and acknowledged the execution of the pregoing instrument.

Witness my hand and official seal.

My Commission expires

Notary Public

This instrument prepared by:

Harry E. Deakin.

MNB 229

8000 8000

12/25/94

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 Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and attested by its Senior VP/Trust Officer and its corporate seal to be hereunto affixed and the seal of the senior vP/Trust Officer and its corporate seal to be hereunto affixed and the senior vP/Trust Officer and v NOTIOFFICIAL This Document ERGANTHE NATIONAL BANK OF INDIANA, the Lake Court personally but as Trustee under the provisions of a Trust Agreement dated , 1986 and known as Trust No erbes, STATE OF COUNTY OF Mary Littrell , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that David L. Forbes of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, and H. F. Smiddy of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. VP/Trust Off. and Senior VP/Trust Off. 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 Senior VP/Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said national hanking association, did affix the said corporate seal of said national banking lassociation 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 purposees therein set forth. MAY Under my hand and Notarial Seal this 14thday of May

A resident of Lake County, Indiana