

91060307

MERCANTILE NATIONAL BANK

OF INDIANA

HAMMOND, INDIANA

7227 Calumet Ave.
Hammond, IN 46324

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That

PETER A. KIRK and JEAN A. KIRK

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 Merrillville, County of Lake, State of Indiana, and is further described as follows: Lot 162, Lincoln Gardens Third, as shown in Plat Book 35, page 33, in Lake County, Indiana. More commonly known as 7933 Wilson Court, Merrillville, IN

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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 Fifteen Thousand Seven Hundred Eighty-DOLLARS, (\$15,783.00), 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 Fifteen Thousand Seven Hundred Eighty-Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 2.00 per cent interest thereon, shall be a part of the debt secured by this mortgage.

In Witness Whereof, the said mortgagor have hereunto set their hands and seals this 5th day of November 19 91

Signature lines for Peter A. Kirk and Jean A. Kirk with seal placeholders.

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 5th day of November 19 91, came Peter A. Kirk and Jean A. Kirk

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires December 7, 1994
Resident of Jasper Co., IN
This instrument prepared by: Edward C. Dernulc

Signature of Carole Lee Clark, Notary Public

Handwritten initials 'LNU'