

92012890

MERCANTILE NATIONAL BANK  
OF INDIANA  
HAMMOND, INDIANA

B-45 P.310

# REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That MERCANTILE NATIONAL BANK OF INDIANA as Trustee under Trust No. 2705 dated April 28, 1969

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 212, Homestead Acres 9th Addition to the Town of St. John, as shown in Plat Book 49, page 128, in Lake County, Indiana. Secured by A/B/I in Mercantile National Bank of Indiana Trust No. 2705 dated 4/28/69 and Real Estate Mortgage dated 2/21/92

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 Sixty Seven Thousand and NO/100----- DOLLARS, ( \$67,000.00 ), 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 agrees 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 his interest may appear and the policy duly assigned to the mortgagee, in the amount of Sixty Seven Thousand and NO/100----- Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with \* per cent interest thereon, shall be a part of the debt secured by this mortgage. \*2% over the rate stated in the note

In Witness Whereof, the said mortgagor has hereunto set his hands and seal this 21st day of February 19 92

MERCANTILE NATIONAL BANK OF INDIANA  
(Seal) as Trustee under Trust No. 2705 (Seal)  
dated April 28, 1969

(Seal) (Seal)

(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 \_\_\_\_\_ 19\_\_\_\_, can

\_\_\_\_\_, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public

This instrument prepared by: Mary Ann Zembala

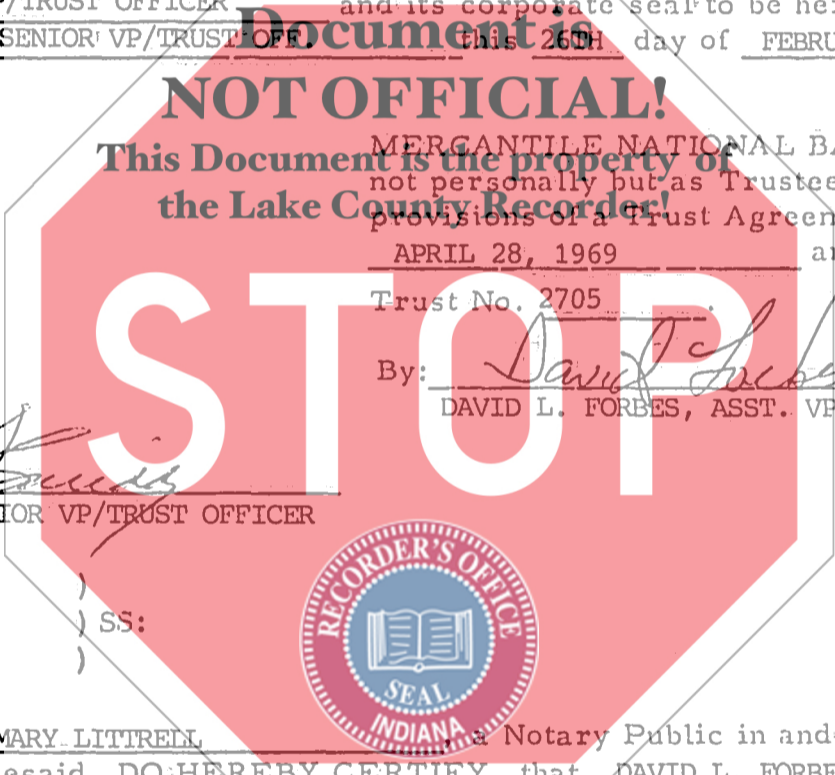
CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA / S.S. NO. \_\_\_\_\_  
LAKE COUNTY  
FILED FOR RECORD  
MAR 3 9 55 AM '92  
ROBERTSON, FREDLAND  
RECORDER

*[Handwritten initials]*

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 this 26TH day of FEBRUARY 1992.

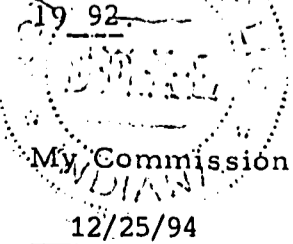


ATTEST:  
H.F. SMIDDY  
H.F. SMIDDY, SENIOR VP/TRUST OFFICER

STATE OF )  
                  ) SS:  
COUNTY OF )

I, 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 OFFICER and SR VP/TRUST OFFICER, 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 SR VP/TRUST OFFICER 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.

GIVEN under my hand and Notarial Seal this 26TH day of FEBRUARY 1992.



Mary Littrell  
MARY LITTRELL Notary Public