

MERCANTILE NATIONAL BANK

OF INDIANA

HAMMOND, INDIANA

200 W Ridge Road
Griffith, IN 46319

93015352

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Thomas H. Thurman

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 Fourteen (14) and the North one-half (1/2) of Lot Fifteen (15), in Block Two (2), in the South Bend and Gary Land Company's Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 8, page 12, in the Office of the Recorder of Lake County, Indiana, also the West five (5) feet of Rutledge Street (formerly Center Street) vacated by Resolution #382 lying East of and adjacent to said Lot Fourteen (14) and the North one-half (1/2) of Lot Fifteen (15).
Commonly known as: 1352 Rutledge St., Gary, IN 46404

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 Seventeen thousand three hundred twenty-five DOLLARS, (\$17,325.60), 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. 60/100

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 he interest may appear and the policy duly assigned to the mortgagee, in the amount of Seventeen thousand three hundred twenty-five Dollars, 60/100 and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with 2% per cent interest thereon, shall be a part of the debt secured by this mortgage. over rate stated in note

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

Thomas H. Thurman (Seal)

STATE OF INDIANA / S.S. NO. FILED OR RECORDED 11 28 10 9 10 AM 1993 SAMUEL WILKINSON RECORDER

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this 19th day of February 1993, came Thomas H. Thurman

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal

Julie A. Vaughan (Signature and Seal)

My Commission expires 7-12-96 Notary Public

This instrument prepared by: J. Vaughan County of Residence: Lake

6.00 OK