

**REAL ESTATE MORTGAGE**  
(INDIANA DIRECT-NOT FOR PURCHASE MONEY)

MORTGAGE DATE

**93084911**

12 - 01 - 93  
MO DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW.

|  |                  |   |                  |
|--|------------------|---|------------------|
| <b>MORTGAGOR(S):</b><br>NAME(S)<br>Mercantile National Bank of Indiana<br>Trustee of Trust #5396 |                  | <b>MORTGAGEE:</b><br>NAME(S)<br>CALUMET NATIONAL BANK |                  |
| ADDRESS<br>5243 Hohman   |                  | ADDRESS<br>5231 HOHMAN AVE                            |                  |
| CITY<br>Hammond  |                  | CITY<br>HAMMOND                                       |                  |
| COUNTY<br>Lake   | STATE<br>Indiana | COUNTY<br>LAKE  | STATE<br>INDIANA |

WITNESSETH:

That whereas, in order to evidence their indebtedness to the Mortgagee in the sum of Twenty Nine Thousand dollars (\$ 29,466.00) for money loaned by the Mortgagee, the Mortgagor(s) executed and delivered their certain Installment Note & Security Agreement of even date, payable as thereby provided to the order of the Mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid in the rate stated in the Installment Note & Security Agreement of even date, said indebtedness being payable as follows:

In 120 installments of \$ 245.55 beginning on the 16th day of January, 1994 and continuing on the same day of each and every month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of the money concurrently loaned as aforesaid and in order to secure the prompt payment of said Installment Note & Security Agreement; and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken; to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, all and

singular the real estate situated and being in the County of Lake State of Indiana, known and described as follows, to-wit:

(PROPERTY DESCRIPTION)

Lots 27 and 28, Resubdivision of Block 3, Rolling Mill Addition to the City of Hammond, as shown in Plat Book 2, Page 6, Lake County, Indiana.

Commonly known as; 4440 Baltimore, Hammond, IN.

STATE OF INDIANA'S  
LAKE COUNTY  
FILED FOR RECORD  
DEC 16 8 50 AM '93  
SABUE-ORLICH  
RECORDER

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and all buildings and improvements thereon; or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana; and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured; or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

*10/01/93*

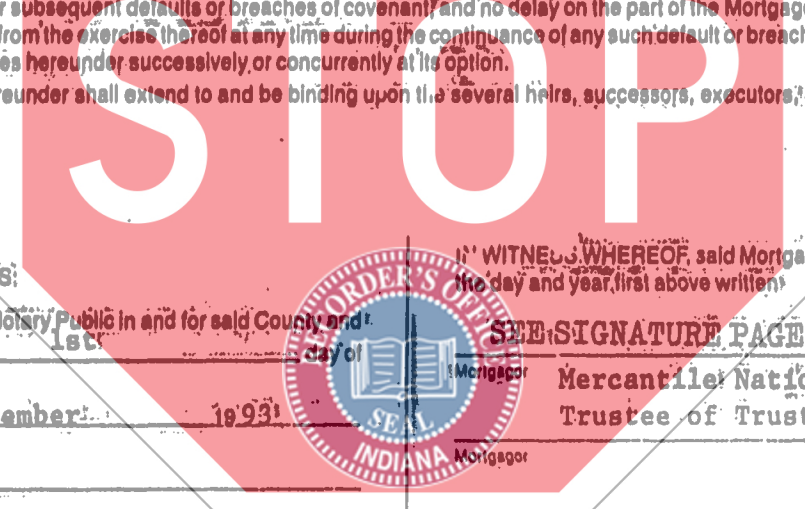
To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards, with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided; however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree; to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof; provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same; then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand; and shall be collectible in a suit at law or by foreclosure of this mortgage; in any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.



STATE OF INDIANA; )  
 COUNTY OF LAKE )  
 Before me, the undersigned, a Notary Public in and for said County, and  
 State on this \_\_\_\_\_ day of \_\_\_\_\_

SS:

WITNESSED WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written.

SEE SIGNATURE PAGE ATTACHED

Mortgagor  
 Mercantile National Bank as  
 Trustee of Trust #5396

(Seal)

(Seal)

personally appeared \_\_\_\_\_

Mortgagor \_\_\_\_\_

(Seal)

and acknowledged the execution of the above and foregoing mortgage.  
 Witness my Signature and Seal

Mortgagor \_\_\_\_\_

(Seal)

*Mary Pascal*  
 Notary Public  
 My Commission Expires  
 OCTOBER 4, 1998

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CALUMET NATIONAL BANK  
 P. O. BOX 69  
 HAMMOND, IN 46325  
 INSTALMENT LOAN DEPT.

THIS INSTRUMENT PREPARED BY: Christian P. Hendron, AVP

B. J. Castillo



Property Known as: 4440 Baltimore, Hammond, IN  
Trust #5396

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 Assistant V.P. and T.O. and its corporate seal to be hereunto affixed and attested by its Senior V.P. and T.O. this 1st day of December, 1993.



MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee under the provisions of a Trust Agreement dated April 16, 1991 and known as

Trust No. 15396

By: David L. Forbes  
David L. Forbes, Assistant Vice-President and Trust Officer

Notary Seal: H. B. Smiddy, Senior Vice President, State of Indiana, County of...

I, Arlene Banta 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 Assistant V.P. and T.O. and Senior V.P. and T.O. 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 H. F. Smiddy 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 1st day of December, 1993

Notary Seal: My Commission Expires: April 16, 1996

Arlene Banta  
Arlene Banta Notary Public