

94020457

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED FOR RECORD

APR 21 4 00 PM '94
RECORDED

APRIL 20TH.1994

I BONITA E. BECK LOAN \$1,000.00 TO MERCANTILE NATIONAL BANK
AS TRUSTEE FOR TRUST #5709 DATED APRIL 26TH.1993.
AS COLLATERAL I HOLD A \$1,000.00 MORTGAGE ON THE PROPERTY
LOCATED AT 512 IROQUOIS RD. SCHEREVILLE, IN. 46375
LEGAL: BOHLINGS SHAWNEE TRAILS FOURTH ADD LOT 8.

UPON THE DEATH OF ANY ONE OF THESE THREE PERSONS, BONITA E.
BECK, ALBERT C. STAHNKE, PATRICE LAUZET STAHNKE, THIS AGREEMENT
IS NULL AND VOID AND THE LOAN IS FORGIVEN.

BONITA E. BECK

Bonita E. Beck

SEE SIGNATURE PAGE ATTACHED

MERCANTILE NATIONAL BANK
TRUSTEE FOR TRUST #5709



THIS Mortgage - \$1,000.00

is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 26th day of April 1993, creating Trust 5709; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Vice President and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Account Representative the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY,

BY:

David L. Forbes
David L. Forbes, Vice President and Trust Officer

ATTEST:
Christopher W. Yugo
Trust Account Representative

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Arlene Banta, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that David L. Forbes and Christopher W. Yugo of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Trust Account Representative 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 Bank Association, as Trustee, for the uses and purposes therein set forth; and the said Christopher W. Yugo did also then and there acknowledge that he, as custodian of the corporate seal of said National Bank 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 21st day of April, 1994.

Arlene Banta
Arlene Banta NOTARY PUBLIC

MY COMMISSION EXPIRES April 16, 1996
RESIDENT OF Lake COUNTY

