

THIS INDENTURE WITNESSETH, that SAMUEL D. SHELBY AND CHESTERENE SHELBY, H&W

480 W. 22ND PL, GARY, IN 46407

of LAKE County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO BANK ONE, MERRILLVILLE, NA with an office located at 1000 East 80th Place, Merrillville, Indiana, hereafter called the Mortgagee, the following described real estate in LAKE County, State of Indiana, to-wit:

THE EAST 8 FEET OF LOT 31 AND THE WEST 21 FEET OF LOT 32 IN BLOCK 3 IN WHEELER AND PETTY'S ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof.

This mortgage is given to secure: (a) the payment of Mortgagors Promissory Note payable to the Mortgagee dated June 23, 1987, in the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$ 12,500.00) with a final payment due and payable on JUNE 30, 1992 together with interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, (b) In addition, this mortgage is given to secure any and all other indebtedness or liabilities (except loans subject to the Federal Truth in Lending Act) of Mortgagors to Mortgagee or either or any of them, jointly or severally, including future advances, whether said indebtedness, liabilities or future advances be direct or indirect, primary or secondary, or contingent, which may be existing at this time or may be created at any time in the future, whether or not related to, or of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral, and (c) any other debt referring to this Mortgage.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

1. That the Real Estate mortgage hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants, and restrictions of record, (c) Real Estate Mortgage, dated MAY 28, 1984, from Mortgagor to LOMAS & NETTLETON in the original amount of \$ 12,400.00 which mortgage is not in default and has an unpaid balance of \$ 1,800.00, (d) other

2. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

3. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions, and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 23 day of June, 19 87.

Samuel D. Shelby
SAMUEL D. SHELBY

Chesterene Shelby
CHESTERENE SHELBY

JOSEPH MIKA
Chief Deputy
RECORDER
JUL 1 11 20 AM '87

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR

STATE OF INDIANA 55:
COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, on this 23rd day of June, A.D., 19 87 personally appeared SAMUEL D. SHELBY AND CHESTERENE SHELBY, H&W

personally known to me, and known to me to be the person(s) who (is/are) described in and who executed the foregoing mortgage, and acknowledged the same to be (his/their) voluntary act and deed, for uses and purposes therein set forth.

WITNESS my hand and official seal.

Audrey J. Beard
AUDREY J. BEARD
Notary Public

My Commission Expires: 3-25-88

Resident of Lake County

This instrument prepared by MICHAEL SMITH, ASSISTANT VICE PRESIDENT

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