

Real Estate Mortgage (Not for Purchase Money)

Bank One

MORTGAGE DATE

August 13, 1991

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land

and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION

Lots 5 and 6 in Charles O. Fenton's First Addition to Tolleston, in the City of Gary, and also that part of vacated Hawthorne Avenue, now known as Rutledge Street adjoining said lots, as per plat thereof, recorded in Plat Book 7 page 35, in the Office of the Recorder of Lake County, Indiana,
a/k/a: 1718 Rutledge Street, Gary, Indiana.
91042540

MORTGAGOR(S)

MORTGAGEE

NAME(S) Ella Mary Mayes		NAME Bank One, Merrillville, NA	
ADDRESS 625 Roosevelt Street		ADDRESS 1000 E. 80th Place	
CITY Gary		CITY Merrillville	
COUNTY Lake	STATE Indiana	COUNTY Lake	STATE Indiana

PRINCIPAL AMOUNT

Twelve Thousand Dollars and 00/100 **Document is** \$ **12,000.00**

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Consumer

Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

ADDITIONAL PROVISIONS



FILED FOR RECORD
JUL 21 10 25 AM '91
ROBERT BOBBERLAND
RECORDER
LAKE COUNTY
INDIANA

SIGNATURES — MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

Ella Mary Mayes
Mortgagor's Signature **Ella Mary Mayes**

X _____
Mortgagor's Signature
X _____
Mortgagor's Signature
X _____
Mortgagor's Signature

Signed and delivered in the presence of:

X _____
Witness' Signature
X _____
Witness' Signature

NOTARIZATION

State of Indiana

The foregoing instrument was acknowledged before me this 13th day of August 19 91, by _____

ss.

County of Lake

Notary Public's Signature *Lorraine Yates*
Notary Public's Name **LORRAINE YATES**
For the County of: Lake State of: INDIANA
My Commission Expires: October 15, 1993

When Recorded Return to:
Bank One, Merrillville, NA
1000 E. 80th Place
Merrillville, Indiana 46410
ATTN: Kim Chester/Loan Processing

Drafted By _____
Dernell Powell, An Off. of Bank One, Merr., NA
Address, City, State
1000 E. 80th Place
Merrillville, Indiana 46410