

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
August 26, 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** **92003391**  
Lot 55 and Lot 54, except the Southerly 30 feet of the Westerly 20 feet thereof, in Cedar Point Park, in the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 15 page 5, in the Office of the Recorder of Lake County, Indiana, a/k/a: 13506 Dewey Street, Cedar Lake, Indiana.

MORTGAGOR(S)		MORTGAGEE	
NAME(S) Victor DiTola and Marcela H. DiTola, husband and wife	NAME Bank One, Merrillville, NA	ADDRESS 1000 E. 80th Place	CITY Merrillville
ADDRESS 2460 Talandis	ADDRESS 1000 E. 80th Place	CITY Merrillville	CITY Merrillville
CITY Sauk Village	CITY Merrillville	COUNTY Cook	COUNTY Lake
COUNTY Cook	COUNTY Lake	STATE Illinois	STATE Indiana

STATE OF INDIANA/S.S.NO  
LAKE COUNTY  
FILED FOR RECORD  
SEP 11 8 59 AM '91  
ROBERT (BOB) FREELAND  
RECORDER

**PRINCIPAL AMOUNT:**  
Fourteen Thousand Dollars and 00/100 ----- \$14,000.00

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.

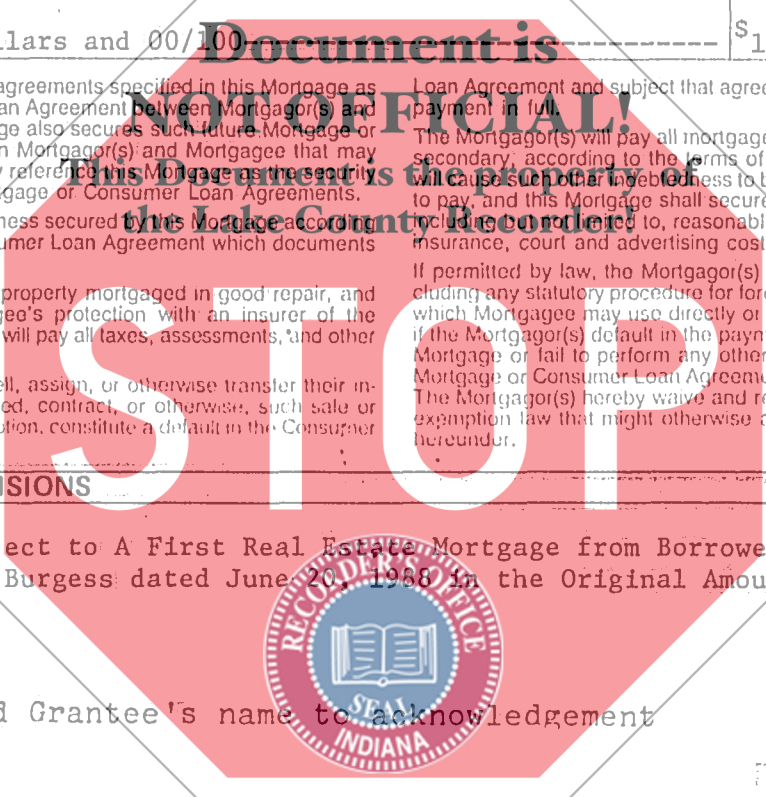
**ADDITIONAL PROVISIONS**  
This Mortgage is Subject to A First Real Estate Mortgage from Borrowers to Theresa C. Burgess and Frank R. Burgess dated June 20, 1988 in the Original Amount of \$9,000.00  
Re-recorded to add Grantee's name to acknowledgement

**SIGNATURES - MORTGAGOR(S) / WITNESSES**  
Signed and sealed by Mortgagor(s):  
X Victor DiTola  
Mortgagor's Signature Victor DiTola  
X Marcela H. DiTola  
Mortgagor's Signature Marcela H. DiTola  
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 26th day of August, 1991, by Victor DiTola and Marcela DiTola, husband and wife.  
ss. \_\_\_\_\_  
County of Lake Notary Public's Signature Sherry King  
Notary Public's Name SHERY KING  
For the County of: LAKE State of IN  
My Commission Expires: 2-25-92

When Recorded Return to:  
Bank One, Merrillville, NA  
1000 E. 80th Place  
Merrillville, Indiana 46410  
ATTN: Kim Chester/Loan Processing  
Drafted By  
Lance Bonesteel, An Officer of Bank One, Merr., NA  
Address, City, State  
1000 E. 80th Place  
Merrillville, Indiana 46410

651171



TICOR TITLE INSU  
Cedar Point, IN  
JUN 17 8 11 AM '91  
ROBERT (BOB) FREELAND  
RECORDER

700  
600  
to