

# 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 92003392**

Lot 40, except the Southeasterly 5 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 Cedar Road, Cedar Lake, Indiana.

STATE OF INDIANA/S.S.M.D. LAKE COUNTY FILED FOR RECORD SEP 11 8 59 AM 1991 ROBERT DOBBS FREELAND RECORDER

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

**PRINCIPAL AMOUNT**

Fourteen Thousand Dollars and 00/100 **Document is** \$ 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.

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.

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.

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.

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

**ADDITIONAL PROVISIONS**

Re-record to add Grantee's name to acknowledgement



TICOR TITLE INSURANCE CO. JUN 17 8 47 AM 1991

**SIGNATURES - MORTGAGOR(S) / WITNESSES**

Signed and sealed by Mortgagor(s):

X Victor DiTola  
Mortgagor's Signature Victor DiTola

X Marcela DiTola  
Mortgagor's Signature Marcela DiTola

X \_\_\_\_\_  
Mortgagor's Signature

X \_\_\_\_\_  
Mortgagor's Signature

X Victor DiTola  
Mortgagor's Signature

Signed and delivered in the presence of:

X \_\_\_\_\_  
Witness's Signature

X \_\_\_\_\_  
Witness's Signature

**NOTARIZATION**

The foregoing instrument was acknowledged before me this 26th day of August, 19 91, by Victor DiTola and Marcela DiTola

State of Indiana ss.

County of Lake

Notary Public's Signature Sherry King  
Notary Public's Name SHERRY 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: Loan Processing/Kim Chester

Drafted By  
Lance Bonesteel, An Officer of Bank One, Merr., NA  
Address, City, State  
1000 E. 80th Place  
Merrillville, Indiana 46410

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200000  
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