

# Real Estate Mortgage

455688 RD 4003 Bank One, Merr, IN  
 address below  
 (Not for-Purchase Money)

MORTGAGE DATE  
 February 27, 1992

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** 92023957  
 LOT 830, LAKES OF THE FOUR SEASONS, UNIT NO. 4, AS SHOWN ON PLAT IN PLAT BOOK 38, PAGE 3, IN LAKE COUNTY, INDIANA.

MORTGAGOR(S)		MORTGAGEE	
NAME(S): Kenneth G. Levander and Mitzi A. Levander, Husband and Wife		NAME BANK ONE, MERRILLVILLE, NA	
ADDRESS 3479 W. Lake Shore Drive		ADDRESS 1000 East 80th Place	
CITY Crown Point		CITY Merrillville	
COUNTY Lake	STATE Indiana	COUNTY Lake	STATE Indiana

**PRINCIPAL AMOUNT**  
 THIRTY THOUSAND AND NO/100----- \$ 30,000.00-----

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 secondarily securing 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**

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 Mortgages dated August 1, 1979 and November 21, 1991, from Mortgagor to Gary National Bank, Gary, Indiana now known as, Cainer Bank, National Association and Bank One, Merrillville, NA in the original amounts of \$55,000.00 and \$30,000.00.

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

Signed and sealed by Mortgagor(s):

X Kenneth G. Levander Mortgagor's Signature  
 X Mitzi A. Levander Mortgagor's Signature

Signed and delivered in the presence of:  
 X Anthony D. Bede Witness' Signature

**NOTARIZATION**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Feb, 1992, by Kenneth G. Levander and Mitzi A. Levander

State of IN. ss. Carol S. Castle  
 County of Lake Notary Public's Signature  
 Notary Public's Name CAROL S. CASTLE  
 For the County of Lake State of Ind.  
 My Commission Expires: 5-4-92

When Recorded Return to: BANK ONE, MERRILLVILLE, NA  
 1000 East 80th Place, Merrillville IN 46410  
 Attn: Beth A. Hamilton

Drafted By: Catherine Johnson, an Officer of Bank One, Merrillville, NA  
 Address, City, State: 1000 East 80th Place, Merrillville, TN 46410