

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
**April 6, 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 92023770**  
SEE THE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

NORTHWEST INDIANA TITLE SERVICE  
162 Washington Street  
Lowell, Indiana 46355  
69-8727 or 696-4110

MORTGAGOR(S)		MORTGAGEE	
NAME(S) DAVID P. NADOLSKI TINA N. NADOLSKI		NAME BANK ONE, MERRILLVILLE, NA	
ADDRESS		ADDRESS 1000 EAST 80TH PLACE	
CITY CROWN POINT		CITY MERRILLVILLE	
COUNTY LAKE	STATE INDIANA	COUNTY LAKE	STATE INDIANA

**PRINCIPAL AMOUNT**  
FORTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN AND NO/100 \$ 44,927.00

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**

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

Signed and sealed by Mortgagor(s):

X *David P. Nadolski*  
Mortgagor's Signature David P. Nadolski

X *Tina N. Nadolski*  
Mortgagor's Signature Tina N. Nadolski

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

Signed and delivered in the presence of:

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

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

**NOTARIZATION**

The foregoing instrument was acknowledged before me this 6th day of April, 19 92, by David P. Nadolski and Tina N. Nadolski

Notary Public's Signature *Beth A. Hamilton*  
Notary Public's Name Beth A. Hamilton

For the County of: Lake State of: Indiana

My Commission Expires: 10-5-92

When Recorded Return to:  
BANK ONE, MERRILLVILLE, NA  
Loan Processing  
1000 East 80th Place  
Merrillville, IN 46410

Drafted By  
Charles E. Vigland, as an Officer of  
Bank One, Merrillville, NA  
Address, City, State  
1000 East 80th Place  
Merrillville, IN 46410

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 5065-A, Building 7, Lake Holiday Condominium, a horizontal property regime, as per Declaration recorded September 18, 1981, as Document No. 644346 and as amended by First Amendment to Declaration recorded September 10, 1982, as Document No. 677329 and as amended by Third Amendment recorded May 23, 1989, as Document No. 038016 and as re-recorded on June 1, 1989, as Document No. 039603 and as amended by Fourth Amendment recorded September 26, 1989, as Document No. 059778 and as amended by Fifth Amendment to Declaration recorded February 9, 1990, as Document No. 083896 and as amended by Sixth Amendment dated April 13, 1990, and recorded April 20, 1990, as Document No. 096200 and as amended by Seventh Amendment dated September 26, 1990, and recorded October 1, 1990, as Document No. 12605 and as amended by Certificate of Correction dated October 5, 1990, and recorded October 5, 1990, as Document No. 127452 and as amended by Eighth Amendment to Declaration dated March 21, 1991, and recorded March 26, 1991, as Document No. 91013792 in the Recorder of Deeds of Lake County, Indiana, together with undivided interest in the common areas appertaining thereto and Garage No. \_\_\_\_\_.

