

# Real Estate Mortgage (Not for Purchase Money)

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.

MORTGAGE DATE

June 3, 1992

BANK ONE

*Bank One*

## PROPERTY DESCRIPTION

92038246

LOTS 40 AND 41 IN BLOCK 2 IN CALDWELL AND RYAN'S ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.  
A/K/A: 1562 PORTER STREET, GARY, INDIANA

MORTGAGOR(S)		MORTGAGEE	
NAME(S) SAMUEL MORGAN & BRENDA D. MORGAN, HUSBAND AND WIFE		NAME BANK ONE, MERRILLVILLE, NA	
ADDRESS 1562 PORTER STREET		ADDRESS 1000 East 80th Place	
CITY GARY		CITY Merrillville	
COUNTY LAKE	STATE IN 46406	COUNTY Lake	STATE IN 46410
PRINCIPAL AMOUNT			
TEN THOUSAND NINE HUNDRED SEVENTY FOUR & 53/100 DOLLARS			\$ 10,974.53

TICOR TITLE INSURANCE  
Crown Point, Indiana

169022

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

SUBJECT TO A FIRST MORTGAGE FROM BORROWERS TO FIRST FEDERAL BANK, DATED JUNE 16, 1970 AND RECORDED JUNE 19, 1970.

STATE OF INDIANA  
FILED FOR RECORD  
JUN 15 9 51 AM '92  
ROB...



## SIGNATURES- MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

X *Samuel Morgan*  
Mortgagor's Signature SAMUEL MORGAN

X *Brenda D. Morgan*  
Mortgagor's Signature BRENDA D. MORGAN

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

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 3rd day of June, 19 92, by SAMUEL MORGAN & BRENDA D. MORGAN, HUSBAND AND WIFE

State of IN ss.

County of \_\_\_\_\_  
Acting in LAKE  
County

Notary Public's Signature *Esther Rocha*  
Notary Public's Name ESTHER ROCHA  
For the County of: LAKE State of: IN  
My Commission Expires: 4/17/93

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

Drafted By: \_\_\_\_\_  
LANCE BONESTEEL, AN OFFICER  
Address, City, State OF BANK ONE, MERRILLVILLE, NA