## Real Estate Mortgage 93015703 (Not for Purchase Money)

MORIGAGE DATE

February 25, 1993

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

Lot 8 in Homestead Heights, in the Town of St. John, as shown in Plat Book 63, page 63, in Lake County, Indiana.

a/k/a 10015 Olcott Avenue, St. John, IN 46373

MORTGAGOR(S)		MORTGAGEE		
NAME(S)		NAME		
JONATHAN R. JAVORS and MARCELLE T. JAVORS, husband and wife		BANK ONE, MERRILLVILLE, NA		
ADDRESS 10015 Olcott	Avenue	1000 East 80th Place, Suite 600 North		
St. John			Merrillville	
COUNTY	STATE	COUNTY	STATE	
Lake	IN 46373	Lake	IN 46410	
PRINCIPAL A	MOUNT of original Note date	d September 12, 1991		
	THOUSAND: AND NO/100		\$ 500,000.00	

This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgage of even date. This Mortgage also secures such future Mortgage of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreement and subject that agreement to the Mortgage's right to demand payment in full. The Mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way 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 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 detault. Mortgage(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 Mortgage a power of sale in-

such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will: keep it insured for the Mortgagor'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 Constant.

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 fall to perform any other promise made in this Mortgage or in a Mortgage or SCONDAPACoan 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 hereaunder.

ADDITIO	NAL PROVISION	IS

Subject to a first real estate mortgage in the original amount of \$ 160,000.00 from Jonathan R. Javors and Marcelle flavors husband and wife, to Calumet National of 1988  $\tilde{m}_{C}$ CO

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SIGNATURES - MORTGAGOR(S) /	WITNESSES		
Signed and sealed by Mortgagor(s):			
	Mortgagor's Signature		
Mortgagor's Segnature Jonathan R. Jav	Signed and delivered in the presence of:		
Marcelle Jav	X		····
X Mortgagor's Signature	Witness' Signature		<del></del>
<b>A. C. C.</b>	to the state of th		

Mortgagor's Signature	<u> </u>	Witness' Signature	e e e e e e e e e e e e e e e e e e e
NOTARIZATION  State of Indiana	SS.	The foregoing instrument was acknowledged before me this 25th February 19 93 by Jonathan R. Javors a Marcelle T. Javors, husband and wife,	day of
County of Lake		Notary Public's Signature Notary Public's Name For the County of: State of: My Commission Expires:	- 100°

Vhen Recorded Return to:
Bank One, Merrillville, NA
1000 E. 80th Pl., Suite 600 North
Merrillville, IN: 46410

Sherril Tokarski, AVP Bank One, Merrillville, ·NA Address, City. State 1000 E. 80th Place, Suite 600 North Merrillville, IN: 46410