

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE

July 29, 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			
93051300			
LOT 29, BRIARWOOD UNIT NO. 3, IN THE CITY OF CROWN POINT, AS SHOWN IN PLAT BOOK 40, PAGE 81, IN LAKE COUNTY, INDIANA.			
MORTGAGOR(S)		MORTGAGEE	
NAME(S) DAVID K. STEPHENSON		NAME BANK ONE, MERRILLVILLE, NA	
ADDRESS 957 APACHE COURT		ADDRESS 1000 East 80th Place	
CITY CROWN POINT		CITY Merrillville	
COUNTY LAKE	STATE IN 46307	COUNTY Lake	STATE IN 46410
PRINCIPAL AMOUNT			
SEVEN THOUSAND & 00/100 DOLLARS			\$ 7,000.00

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 secured 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
<p>THIS MORTGAGE IS SUBJECT TO A FIRST REAL ESTATE MORTGAGE DATED APRIL 2, 1993 FROM BORROWER TO CALUMET SECURITIES CORPORATION IN THE ORIGINAL AMOUNT OF \$37,000.00.</p>

SIGNATURES - MORTGAGOR(S) / WITNESSES	
<p>Signed and sealed by Mortgagor(s):</p> <p>X <u>David K. Stephenson</u> Mortgagor's Signature DAVID K. STEPHENSON</p> <p>X _____ Mortgagor's Signature</p> <p>X _____ Mortgagor's Signature</p>	<p>Signed and delivered in the presence of:</p> <p>X _____ Witness' Signature</p> <p>X _____ Witness' Signature</p>

NOTARIZATION	
<p>State of <u>IN</u></p> <p>County of <u>LAKE</u> Acting in <u>LAKE</u> County, <u>IN</u></p>	<p>The foregoing instrument was acknowledged before me this <u>29th</u> day of <u>July</u>, 19 <u>93</u>, by <u>DAVID K. STEPHENSON</u> &amp; _____</p> <p>ss. Notary Public's Signature <u>Beth Hamilton</u> Notary Public's Name <u>BETH A. HAMILTON</u> For the County of: <u>LAKE</u> State of: <u>IN</u> My Commission Expires: <u>10-8-96</u></p>

<p>When Recorded Return to:</p> <p>BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville, IN 46410</p>	<p>Drafted By</p> <p>SHERRIL TOKARSKI, AVP Address, City, State 1000 EAST 80TH PLACE MERRILLVILLE, IN 46410</p>
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