

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE

August 5, 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:**

93052330

LOT 121 IN SHOREWOOD FOREST SECTION #3 AS PER PLAT THEREOF RECORDED IN PLAT FILE 15-4-C IN THE OFFICE OF THE RECORDER OF PORTER COUNTY INDIANA.

<b>MORTGAGOR(S)</b>		<b>MORTGAGEE</b>	
NAME(S) ROBERT M. KOSTELNIK & IRENE KOSTELNIK, HUSBAND AND WIFE		NAME BANK ONE, MERRILLVILLE, NA.	
ADDRESS 178 WESSEX COURT		ADDRESS 1000 East 80th Place	
CITY VALPARAISO		CITY Merrillville	
COUNTY PORTER	STATE IN 46383	COUNTY Lake	STATE IN 46410
<b>PRINCIPAL AMOUNT</b>			
FORTY THOUSAND & 00/100 DOLLARS		\$ 40,000.00	

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.

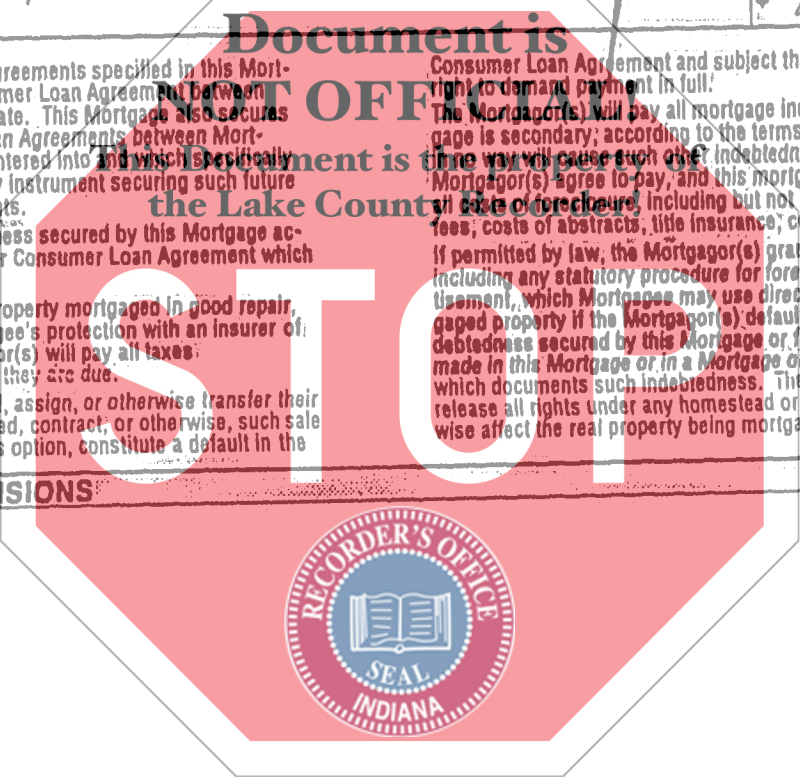
In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the

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 secondary; according to the terms of such other obligation(s), and Mortgagor(s) agree to pay, and this mortgage shall secure the payment of all such other indebtedness to be declared in default.

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.



STATE OF INDIANA: S.S. NO. \_\_\_\_\_  
LAKE COUNTY  
FILED FOR RECORDS  
AUG 11 8 45 AM '93  
SARAH ORLICH  
RECORDER

**ADDITIONAL PROVISIONS:**

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

Signed and sealed by Mortgagor(s):

X Robert M. Kostelnik  
Mortgagor's Signature ROBERT M. KOSTELNIK

X Irene Kostelnik  
Mortgagor's Signature IRENE KOSTELNIK

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

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

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

**NOTARIZATION**

The foregoing instrument was acknowledged before me this 5th day of August, 19 93, by ROBERT M. KOSTELNIK & IRENE KOSTELNIK

Notary Public's Signature Ernest E. Wheeler  
Notary Public's Name Ernest E. Wheeler  
For the County of: Lake State of: Indiana  
My Commission Expires: 6/22/94

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

Commercial Loan Processing  
Beth

Drafted By  
A. JAMES BABUSIAK, AN OFFICER OF BANK ONE, MERRILLVILLE, NA  
Address, City, State  
MERRILLVILLE, IN 46410

Form FF111 - 1808LO (08/89) GREAT LAKES BUSINESS FORMS Nationally 1-800-263-0209 Michigan 1-800-356-2643