

93087589

MORTGAGE -- OPEN ENDED

THIS MORTGAGE SECURES FUTURE ADVANCES -- LINE OF CREDIT \$12,600 James L. Owens and Margaret

THIS MORTGAGE, entered into this 17th day of December 19 93 between L. Owens (husband & wife) herein called "Mortgagors", and NationsCredit Financial Services Corp, an Indiana corporation, having an office and place of business at 2366 E. 172nd Street, Lansing, Illinois Indiana, herein called "Mortgagee".

WITNESSETH, that for the purpose of securing the payment of all loans made to Mortgagor, the performance of Mortgagor's other obligations under a Revolving Loan Agreement (which Agreement is incorporated herein by this reference), by which Mortgagee is obligated to make loans and advances up to \$12,600 hereinafter referred to as the "Line of Credit", and;

WHEREAS, the Mortgagors are desirous of securing the prompt payment of the initial advance and all future loans and advances made from time to time pursuant to and in accordance with the terms of the aforesaid Agreement.

NOW, THEREFORE, IN CONSIDERATION of such indebtedness and to secure the Agreement, and all present and future advances thereunder, the Mortgagors do hereby grant, bargain, sell and convey unto said Mortgagee, the following described real property situated in the County of Lake State of Indiana, described as follows:

Insert description of mortgaged property

THE WEST 55 FEET OF LOT 5 AND THE EAST 25 FEET OF LOT 4, BLOCK "I", MEADOWLAND ESTATES UNIT NO. 2, AS SHOWN IN PLAT BOOK 30, PAGE 95, LAKE COUNTY, INDIANA.

STATE OF INDIANA/S.S.N.O. LAKE COUNTY FILED FOR RECORD DEC 20 1 05 PM '93 SAMUEL ORRIGH RECORDER



Said property is warranted free from all incumbrances and against any adverse claims except as aforesaid:

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of the indebtedness, existing under said Agreement and to further secure any and all future loans and advances which Mortgagee may make to Mortgagors under the provisions of such Agreement the Mortgagors agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagors agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear; and if Mortgagors fail to keep said property insured as above specified, then the Mortgagee may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured; and shall be covered by this Mortgage, and bear interest from day of payment by said Mortgagee and be at once due and payable. Upon condition, however, that if the Mortgagors pay said indebtedness, and reimburse the Mortgagee for any amounts the Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid as the same matures or at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable.

MORTGAGORS AGREE: That if default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied for, foreclosed upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their signatures and seals, this 17th day of December 1993

Witnesses:

Terri Gledin
Terri Lovick

James L. Owens (SEAL)
Margaret L. Owens (SEAL)

33 N. DEARBORN #302 CHICAGO, IL 60602

8.00

Return to:

TO

MORTGAGE

STATE OF INDIANA,

County.

Office of the Judge of Probate

Judge of Probate

STATE OF

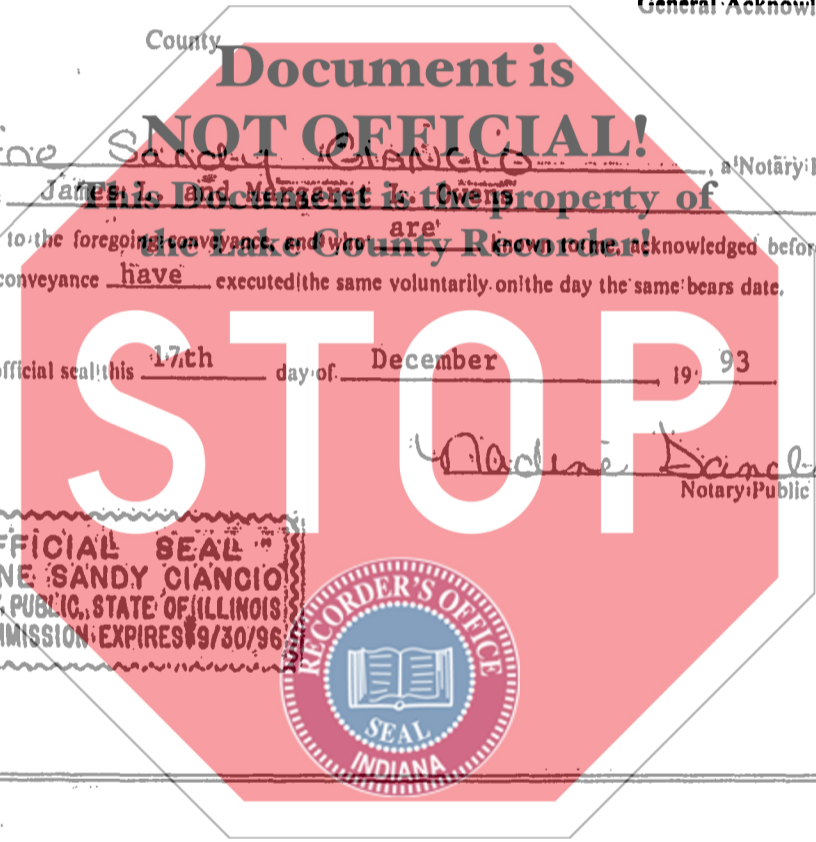
General Acknowledgment

County

Document is

NOT OFFICIAL!

I, the undersigned: Nadine Sandy Ciancio, a Notary Public in and for said County  
 in said State, hereby certify that: James D. Henson is the owner of  
 whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being  
 informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.



Given under my hand and official seal this 17th day of December, 19 93

Nadine Sandy Ciancio  
Notary Public

OFFICIAL SEAL  
 NADINE SANDY CIANCIO  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 9/30/96

RECORDER'S OFFICE  
 SEAL  
 INDIANA

STATE OF

Corporate Acknowledgment

COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
 hereby certify that \_\_\_\_\_ whose name as

President of \_\_\_\_\_

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents  
 of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public