

# R Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE  
January 14, 1994

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 25, SOUTHTOWN ANNEX ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 40, PAGE 23, IN LAKE COUNTY, INDIANA.

A/K/A: 3720 41st Lane, Highland, IN 46322  
**94006098**

### MORTGAGOR(S)

NAME(S)  
**JOHN P. SINGEL  
KIMBERLY S. SINGEL, husband and wife**

ADDRESS  
**3720 41st Lane**

CITY  
**Highland**

COUNTY  
**Lake**

STATE  
**IN 46322**

### MORTGAGEE

NAME  
**BANK ONE, MERRILLVILLE**

ADDRESS  
**1000 E. 80th Place**

CITY  
**Merrillville**

COUNTY  
**Lake**

STATE  
**IN 46410**

### PRINCIPAL AMOUNT

ONE HUNDRED TWENTY THOUSAND AND NO/100 **\$120,000.00**

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.

Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

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 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.

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.

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.

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-

### ADDITIONAL PROVISIONS

That the Real Estate mortgage hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants, and restrictions of record, (c) Real Estate Mortgage, dated December 8, 1992, from Mortgagor to Hamilton Financial Corporation, a California Corporation in the original amount of \$87,300.00 which mortgage is not in default.

### SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s):

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

X John P. Singel  
Mortgagor's Signature

X Kimberly S. Singel  
Mortgagor's Signature

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

Signed and delivered in the presence of:

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

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

### NOTARIZATION

State of Indiana  
County of Lake

The foregoing instrument was acknowledged before me this 14th day of January, 1994, by John P. Singel and Kimberly S. Singel, husband and wife

Notary Public's Signature: Diana M. Foster  
Notary Public's Name: DIANA M. FOSTER  
For the County of: Putnam State of: IN  
My Commission Expires: 2-16-95

When Recorded Return to:  
**BANK ONE, MERRILLVILLE, NA.  
LOAN PROCESSING/DIANA M. FOSTER  
1000 E. 80th Place  
Merrillville, IN 46410**

Drafted By **David S. Randazzo, an Officer of  
BANK ONE, MERRILLVILLE, NA**  
Address, City, State **1000 E. 80th Place  
Merrillville, IN 46410**

Chicago Title Insurance Company

