

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE February 25, 1994 ②

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. 47374020  
4003

<b>PROPERTY DESCRIPTION</b>			
94021489			
SEE THE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTIONS.			
<b>MORTGAGOR(S)</b>		<b>MORTGAGEE</b>	
NAME(S) FRANKLIN D. MITCHELL, SR.		NAME BANK ONE, MERRILLVILLE, NA	
ADDRESS 3337 N. LAKE PARK AVE.		ADDRESS 1000 East 80th Place	
CITY HOBART		CITY Merrillville	
COUNTY LAKE	STATE IN 46342	COUNTY Lake	STATE IN 46410
<b>PRINCIPAL AMOUNT</b>			
FIFTY THOUSAND & 00/100 DOLLARS			\$ 50,000.00

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 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.



RECORDER'S OFFICE  
SEAL  
INDIANA

STATE OF INDIANA  
FILE  
MAR 22 1 48 PM '94  
S. RECORDER  
JH

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

Signed and sealed by Mortgagor(s):

[Signature] X  
Mortgagor's Signature FRANKLIN D. MITCHELL, SR.

X  
Mortgagor's Signature

X  
Mortgagor's Signature

Signed and delivered in the presence of:

X [Signature]  
Witness' Signature

X [Signature]  
Witness' Signature

**NOTARIZATION**

The foregoing instrument was acknowledged before me this 25th day of February, 19 94, by FRANKLIN D. MITCHELL, SR.

State of Indiana

County of Lake ss.

Notary Public's Signature [Signature]  
Notary Public's Name Sue Erickson  
For the County of: Porter State of: Indiana  
My Commission Expires: 9-3-95

When Recorded Return to: Attn: Deidre	Drafted By Beverly Troumoularis, an officer of the Bank
BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville, IN 46410	Address, City, State 1000 E. 80th Place, Merrillville, IN 46410

500  
JH

EXHIBIT "A"

Parcel I: Lots 20 and 21 in Block 5 in South Gary Subdivision in the City of Gary as per plat thereof, recorded in Plat Book 7, page 13, in the Office of the Recorder of Lake County, Indiana. a/k/a 821 E. 35th Ct., Gary, IN

Parcel II: Lot 25 in Block 4 in Georgetown, in the City of Gary, as per plat thereof, recorded in Plat Book 30 page 17, in the Office of Recorder of Lake County, Indiana. a/k/a 4835 Carolina St., Gary, IN.

Parcel III: Lots 12 and 13, Block 20, South Gary Subdivision, in the City of Gary, as shown in Plat Book 7, page 13, in Lake County, Indiana. a/k/a 849 E. 36th Pl., Gary, IN.

