

0477631 LD

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

94 DEC -7 PH 1:16

SAMUEL ORLICH
RECORDER

94082556

(Space Above This Line for Recording Date)

REAL ESTATE MORTGAGE

Name(s)/Address(es) of Mortgagor(s) JAMES D. WOLVERTON & REBECCA WOLVERTON, husband and wife 8014 PATTERSON ST. DYER, IN 46311		Name/Address of Mortgagee BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville, IN 46410	
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NOTE NUMBER	DATE OF MTG.	MATURITY DATE	LOAN AMOUNT	OFFICE	RENEWAL OF
	12/02/94	12/16/2009	42,164.75	012	

PRINCIPAL AMOUNT
FORTY TWO THOUSAND ONE HUNDRED SIXTY FOUR & 75/100 \$ 42,164.75

PROPERTY DESCRIPTION
SEE THE EXHIBIT "A" ATTACHED HERETO FOR COMPLETE LEGAL DESCRIPTION.

Document is NOT OFFICIAL!

This mortgage is made on the date noted above between the parties listed above. The Mortgagor(s), having received as consideration the principal amount shown above 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 above, 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, all referred to as the "Property." Mortgagor(s) covenant that Mortgagor(s) is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor(s) warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADDITIONAL PROVISIONS

SIGNATURE(S)

By signing this Mortgage, each Mortgagor acknowledges that all provisions have been read and understood, including those on page two. Signed and sealed by Mortgagor(s):

<i>James D. Wolverson</i> (Seal)	12-2-94	X	(Seal)	Date
JAMES D. WOLVERTON				
<i>Rebecca Wolverson</i> (Seal)	12-2-94	X	(Seal)	Date
REBECCA WOLVERTON				

WITNESSED BY

X _____ X _____

NOTARIZATION

STATE OF Indiana
COUNTY OF Lake SS:

The foregoing instrument was acknowledged before me this 2nd day of December, 1994
by JAMES D. WOLVERTON
& REBECCA WOLVERTON

Signature *Melinda L. Valentine* For the County of: Lake
Melinda L. Valentine For the State of: Indiana

Notary Public's Name My Commission expires: June 26, 1998

When Recorded Return To: BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville, IN 46410	Drafted By/Address JEFFREY NICOL 1000 E. 80TH PLACE MERRILLVILLE, IN 46410
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Chicago Title Insurance Company

1000
X

PROMISES AND AGREEMENTS

MORTGAGE LOAN AND FUTURE ADVANCES. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Consumer Loan Agreement or other similar writing (called "Consumer Loan Agreement" in this Mortgage) between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future 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 Consumer Loan Agreements.

PROMISE TO PAY. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Consumer Loan Agreement which documents such indebtedness.


INSURANCE AND TAXES. 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.

DUE ON SALE. 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.

SUPERIOR 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.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstracts, title insurance, court and advertising costs.

FORECLOSURE BY ADVERTISEMENT AND WAIVERS. 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 Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law, and relinquish all right of curtesy and dower, that might otherwise affect the Property being mortgaged hereunder. If permitted by law, Mortgagor(s) waive any otherwise required notice of presentment; demand; acceleration; and intent to accelerate.


Initials


Initials

"If this page is a separate piece of paper, then by initialing, the Borrower(s) acknowledge(s) that this page is page 2 of 2 of the Real Estate Mortgage."

EXHIBIT "A"

Document is
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THE NORTH HALF OF THE NORTH 2/3RDS OF THE SOUTH HALF OF THE NORTHEAST QUARTER LYING WEST OF THE CENTERLINE OF COUNTY LINE ROAD, EXCEPTING THE NORTH 60.225 FEET THEREOF, IN SECTION 4, TOWNSHIP 33 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 01 DEGREE 50 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1084.28 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 59 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4, 128.26 FEET TO THE CENTERLINE OF COUNTY LINE ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG THE CENTERLINE OF SAID ROAD 60.225 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 49 SECONDS WEST, 2533.04 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 01 DEGREE 50 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 412.22 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS EAST, 2546.45 FEET TO THE CENTERLINE OF COUNTY LINE ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 411.02 FEET TO THE POINT OF BEGINNING.