95000089

STARTUR ROMAIBANK One, Merrillville, NA LAKE COUNTY1000 E. 80th Place FILED FOR RECOMMERTILIVILLE, IN 46410

95 JAH -3 AH 9: 45 Pebbie Rios Guzman/Loan Processing Amnsa Culby Acting fecular

REAL ESTATE MORTGAGE

Name(s)/Address(es) of Mortgagor(s) Fordrey L. Cody & Edna M. Cody, husband and wife 1966 Van Buren St. Gary, IN 46407 Name/Address of Mortgagee BANK ONE, MERRIL 1000 East 80th P Merrillville, IN				Place		
NOTE NUMBER DATE OF MTG. MATURITY DATE 12/08/94 12/27/1997	LOAN AMOUNT 10,101,97	OFFICE 002	RENEW	AL OF		
PRINCIPAL AMOUNT	10,101.9/	1 002 1		**************************************		
TEN THOUSAND ONE HUNDRED ONE & 97/100 PROPERTY DESCRIPTION	1000 1 1000 1 1000		10,10	1.97		
Lot 46, except the South 40 feet	thereof and	all of I	ot 47	in Block		
4 in Andrew Means Park Manor, in	the City of	Gary, as	per pla	at		
thereof, recorded in Plat Book 28	page 83, in	the Offi	ce of	the		
Recorder of Lake County, Ondianal	CIIL 15					
NOTOFF	TOTAL		90	era frage fr		
a/k/a: 1966 vantagent ca	the proposity	46467				
This mortgage is made on the date noted above between consideration the principal amount shown above from the warrants to the Mortgagee, its successors and assigns, forevergether with all interest in the property, a right, privilege, easements and rights of way of the property, and all building covenant that Mortgagor(s) is lawfully seised of the estate he the Property and that the Property is unencumbered, excelled the property against all claims and	er, the land and prope or improvement belongs and fixtures, all re ereby conveyed and ha of for encumbrances (rty located and program to and professional	described as assable with "Property." ortgage, gra agor(s) war	s noted above, the property, Mortgagor(s) int and convey		
ADDITIONAL PROVISIONS		The state of the s	or market			
		1960 - 19				
	Ture(8)		/	A B		
By signing this Mortgage, each Mortgagor acknowledges that a page two. Signed and sealed by Mortgagor(s):	all provisions have bee	n read and unde		ding those on		
X (Nearly (Seal)	A surjus		(Seal)	Date		
Fordrey L. Cody	mu			1844 - 1717 1717 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844 - 1844		
X the M. Cody (Soal)	<u>X</u>		(Seal)			
Edna M. Cody Date				Date		
WITNE	SSED BY					
	<u> </u>	•				
NOTAL	RIZATION			1.44.55		
STATE OF INDIANA SOUNT OF LAKE SS:				1		
			204			
The foregoing instrument was acknowledged before me this 8	th day of Dec	ember, 1	994			
Fordrey L. Cody Edge M. Cody, husband and wife						
	For the County of:	IAKE				
Signatura X Manasca Zonal		INDIANA				
O O			0.5			
Notary Rublic's Name FRANCISCA GONZALEZ	My Commission ex	opires: 2-10	- 95			
When Recorded Return To:	Drafted By/Address			1. A		
BANK ONE, MERRILLVILLE, NA	Gabe Szoke,		r of Ban	k une, Mei		
1000 East 80th Place Merrillville, IN 46410	1000 E. 80t		6410			
	LICTITITATI	.6, 111 4	0.4.TO			
Attn: D. Rios Guzman/Loan Proc.						

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.

Mortgager a power of sale, including any statutory procedure for foreclosure of a mortgager by advertisement, which Mortgager 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 down 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.

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

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