

# Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE

December 7, 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 66 in Briar Creek Addition to the Town of Munster, as per plat thereof, recorded in Plat Book 65, page 44, in the Office of the Recorder for Lake County, Indiana, a/k/a 1331 Brandywine Dr., Munster, IN 46321

95002387

## MORTGAGOR(S)

NAME(S)  
**RAKESH KANSAL AND RUPAN KANSAL, HUSBAND AND WIFE**

ADDRESS  
**1331 Brandywine Dr.**

CITY  
**Munster**

COUNTY  
**Lake**

STATE  
**IN 46321**

## MORTGAGEE

NAME  
**BANK ONE, MERRILLVILLE, NA**

ADDRESS  
**1000 E. 80th Place**

CITY  
**Merrillville**

COUNTY  
**Lake**

STATE  
**IN 46410**

AMASA G. COLBY  
 CHIEF DEP. RECORDER

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 95 JAN 12 AM 11:00

## PRINCIPAL AMOUNT

ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100

\$ 125,000.00

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 the event such other indebtedness is 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.

## ADDITIONAL PROVISIONS

That the Real estate mortgage hereby is ~~free, clear, and unencumbered~~ except as to a Real Estate Mortgage, dated June 28, 1991, from Mortgagor to American Savings, FSB in the original amount of \$190,000.00.



AMASA G. COLBY  
 CHIEF DEP. RECORDER  
 95003551

## SIGNATURES - MORTGAGOR(S) / WITNESSES

Signed and sealed by Mortgagor(s): This document being re-recorded to correct names of mortgagors in acknowledgement.

X Rakesh Kansal  
 Mortgagor's Signature  
 X Rupan Kansal  
 Mortgagor's Signature  
 X \_\_\_\_\_  
 Mortgagor's Signature

Signed and delivered in the presence of:

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

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 95 JAN 20 AM 11:00

## NOTARIZATION

The foregoing instrument was acknowledged before me this 9th day of December, 1994, by Rakesh Kansal and Rupan Kansal, husband and wife

State of INDIANA ss.

County of Lake

Notary Public's Signature [Signature]  
 Notary Public's Name Hyacinthia Kunk  
 For the County of Lake State of INDIANA  
 My Commission Expires 12-15-97

When Recorded Return to:  
**BANK ONE, MERRILLVILLE, NA  
 1000 E. 80th Place  
 Merrillville, IN 46410  
 Attn: D. Rhodes CLP**

Drafted By  
**Jeffrey Nicol an officer of the Bank**  
 Address, City, State  
**1000 E. 80th Place  
 Merrillville, IN 46410**

70  
 [Signature]