

199348

RETURN TO: BANK ONE, MERRILLVILLE, NA
1000 E. 80TH PLACE
MERRILLVILLE, IN 46410

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

ATTN: LOAN PROCESSING / MARILYNN RASH

95030874

95 JUN -1 AM 9:02

MAILED
RECORDER

TICOR TITLE INSURANCE
Crown Point, Indiana

(Space Above This Line for Recording Data)

REAL ESTATE MORTGAGE

Name(s)/Address(es) of Mortgagor(s) STEPHEN L. CIESIELSKI & LOIS J. CIESIELSKI, HUSBAND & 1443 KEENLAND WAY WIFE SCHERERVILLE, IN 46375	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
	04/14/95	05/03/2002	25,000.00	013	

PRINCIPAL AMOUNT
TWENTY FIVE THOUSAND & 00/100 \$ 25,000.00

PROPERTY DESCRIPTION
LOT 14 IN RIDGEMOOR FIRST ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 68 PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
A/K/A 1443 KEENLAND WAY, SCHERERVILLE, INDIANA.



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
THIS MORTGAGE IS SUBJECT TO A FIRST REAL ESTATE MORTGAGE FROM BORROWERS TO BANC ONE MORTGAGE DATED AUGUST 20, 1992 AND RECORDED AUGUST 24, 1992

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):

X *Stephen L. Ciesielski* (Seal) 5-15-95 (Seal) Date
STEPHEN L. CIESIELSKI
X *Lois J. Ciesielski* (Seal) 5-15-95 (Seal) Date
LOIS J. CIESIELSKI

WITNESSED BY
X _____ X _____

NOTARIZATION

STATE OF INDIANA
COUNTY OF LAKE SS:

The foregoing instrument was acknowledged before me this 14th day of April, 1995
by STEPHEN L. CIESIELSKI
& LOIS J. CIESIELSKI

Signature X *Amelia Padnac* For the County of: *Lake*
For the State of: *Indiana*

Notary Public's Name *AMELIA PADNAC* My Commission expires: *1-29-95*

When Recorded Return To: BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville, IN 46410	Drafted By/Address GABE SZOKE, AN OFFICER OF BANK 1000 E. 80TH PLACE MERRILLVILLE, IN 46410
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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.

"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."

Initials

Initials