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Mid-Wost Failerul Sevings Benk Pryf Faderul Sevings & Lean of Rushville Maeraville Sevings Benk Dae Martyngs Corporation

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STATE OF INDIAMA LAKE COUNTY FILED FOR RECUED

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MARGALL RECORDER

## **Open End Credit REAL ESTATE MORTGAGE**

MORTGAGE DATE

August 22, 1995

CONSIDERATION AND GRANT OF MORTGAGE

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related home Equity Loan Account Contract ("Account"), Mortgagee is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) 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 or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

## PROPERTY DESCRIPTION

LOT 120, INDIAN HEIGHTS, UNIT 6, IN THE TOWN OF LOWELL, AS SHOWN IN PLAT BOOK 40, PAGE 107, LAKE COUNTY, INDIANA.

ONE PROFESSIONAL CENTER STATE 215 CROWN POINT, IN 48307

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MORTGAGOR(S)	SMORTGAGEE			
MARK R ANDERSON TAMARA L ANDERSON, HUSBAND AND WIFE	First Indiana Bank A Federal Savings Ba	ank		
ADDRESS 234 NAVAJO STREET	ADDRESS N. Pennsylvania			
LOWELL	Indianapolis			
COUNTY STATE IN	COUNTY	STATE Indiana		
PRINCIPAL AMOUNT				
Twenty One Thousand Nine Hundred Twent SIGNATURES - MORTGAGOR(S)/WITNESSES Signed and sealed by Mortgagor(s):	X		21925.0	10
m KR a V	Mortgagor's Signature			
Mortgagor's Signature MARK R ANDERSON	Signed and delivered in the p	resence of:		
Mortgagor's Signature TAMARA L ANDERSON	Witness' Signature			***************************************
X	X			
Mortgagor's Signature	Witness' Signature	<del></del>		
NOTARIZATION				
On the Mortgage	Date shown above, the named Mortgagor that the execution of the Mortgage was his 25 Date 08/22/95.			
County of LAKE	Notary Public's	Rudi	}	

Account # OF PORTER Colotary's Name My Commission Expires 11/11/95

x T WWXX Signature

FIRST INDIANA BANK Drafted by: . 135 N. PENNSYLVANIA INDIANAPOLIS, IN. 4 Y: KATHY WEISS Address: 46204 PORTER When Recorded Return To:

FIB 1968

COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

**PAYMENT.** The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for 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 Mortgaçor(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 Contract and subject that Contract to the Mortgagee's right to demand payment in full.

PAYMENT OF SUPERIOR INTERESTS. 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 abstract, title insurance, court and advertising costs.

POWER OF SALE. 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 on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

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PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. It Sorrower/falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

