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STATE OF MADENY! LAKE COUNTY FILED FOR A TOOM

RECONUEN

Open End Credit **REAL ESTATE MORTGAGE**

August 22, 1995 MORTGAGE DATE 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 SEE ATTACHED EXHIBIT A Document is OFFICIAL This Document is the property of the Lake County Recorder! MORTGAGOR(S) MORIOGAS EL NAME(S) NAME(S) First Indiana Bank MARK R ANDERSON TAMARA L ANDERSON, HUSBAND A Federal Savings Bank AND ADDRESS **ADDRESS** 135 N. Pennsylvania 263 WASHINGTON ST indianapolis LOWELL COUNTY STATE STATE Indiana IN PRINCIPAL AMOUNT Nineteen Thousand Two Hundred Fifty and 00/100 19250.00 SIGNATURES - MORTGAGOR(S)/WITNESSES Signed and sealed by Mortgagor(s): Mortgagor's Signature Signed and delivered in the presence of: Mortgagor's Signature MARK R ANDERSON Damara X anderso Witness' Signature Mortgagor's Signature TAMARA L ANDERSON Mortgagor's Signature Witness' Signature **NOTARIZATION** On the Mortgage Date shown above, the named Mortgagor(s) personally appeared before me State of IN and acknowledged that the execution of the Mortgage was his, her, or their free act and deed.

Date

ss. Date: 08/22/95

My Commission Expires 11/11/95 RES. OF PORTER CO. Notary's Name LORI

STREET

FIRST INDIANA BANK
135 N. PENNSYLVANIA STRI
INDIANAPOLIS, IN, 46204
BY: KATHY WEISS

County of __LAKE

Account #

Drafted by: .

FIB 1968

08/22/95

COUNT

When Recorded Return To:

Notary Public's Signature

PORTER

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 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 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 Mortgages a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgages 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 warve and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereupday.

NOT OFFICIAL!

This Document is the property of

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY of Sorrower fails 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.



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EXHIBIT A

Part of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 33 North, Range 9 West of the Second Principal Meridian, in the Town of Lowell, Lake County, Indiana, described as follows: Beginning at a point on the South line of Washington Street 23 rods East of the West line of said Section 23, which point marks the Northeast corner of a tract of land conveyed to Robert H. Bolt and Margaret M. Bolt, husband and wife, by deed recorded May 4, 1951 in Deed Record 887 page 251; thence East 4 rods to the Northwest cerner of a tract of land conveyed to Joseph L. Fleener by Deed recorded August 20, 1951 in Deed Record 895 page 76; thence South, along the West side of said tract, 9 rods, thence West 4 rods; thence North 9 rods to the Place of Beginning

the Lake County Recorder!