

AM-64975

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LAKE COUNTY
FILED
98 JUN 12 AM 10:21
MORTGAGE CLERK
RECORDER



Mortgage (Installment Loan) - Indiana - NBD Bank, N.A.

This Mortgage is made on JUNE 04, 1998, between the Mortgagor,
EVA MCPHEETERS

whose address is 12712 WHITCOMB ST, CROWN POINT, IN 463078703 and the Mortgagee, NBD Bank, N.A.,
a national banking association, whose address is ONE INDIANA SQUARE, 7152, INDIANAPOLIS, IN 46266.

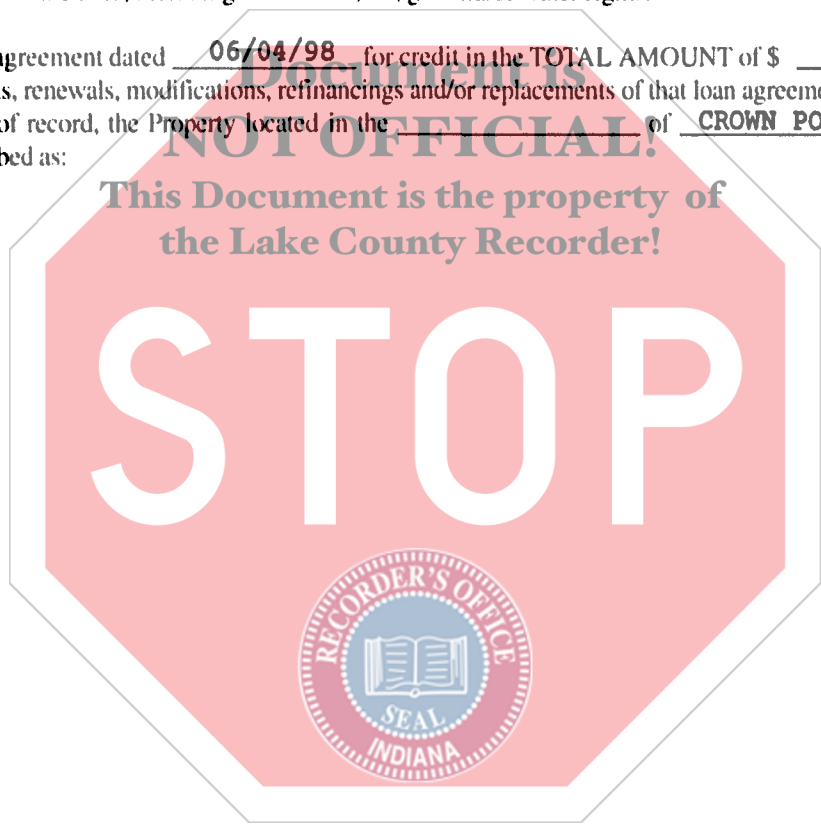
(A) Definitions.

- (1) The words "Borrower" means each person, who signed the loan agreement described below under "Security".
- (2) The words "Mortgagor", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (3) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (4) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security.

As security for a loan agreement dated 06/04/98 for credit in the TOTAL AMOUNT of \$ 8,000.00, including all extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement, you mortgage and warrant to us, subject to liens of record, the Property located in the CROWN POINT of LAKE County, Indiana, described as:

SEE ADDENDUM



(C) Mortgagor's Promises. You promise to:

- (1) Perform all duties of this Mortgage.
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount owed us under the loan agreement, with interest, to be paid as provided in the loan agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of the loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount owed us under the loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

BANK COPY

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(D) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(E) **Default.** If you do not keep the promises you made in this Mortgage or if Borrower fails to meet the terms of the loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in the loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate the outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to

reasonable attorney's fees and then to the amount owed us under the loan agreement.

(F) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what is owed us under the loan agreement is due immediately.

(G) **Eminent Domain.** In the event of any taking under the power of eminent domain, you assign the entire proceeds of any award or payment and any interest to us.

(H) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this Mortgage, reduce the payments or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release or discharge this Mortgage.

By Signing Below, You Agree to All the Terms of This Mortgage.

X Eva M. McPheeters
Mortgagor
EVA MCPHEETERS

X _____
Mortgagor

STATE OF INDIANA)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on this 4TH day of JUNE 1998

by EVA MCPHEETERS, Mortgagors.

Drafted by:
LIZ ANDREOLI
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

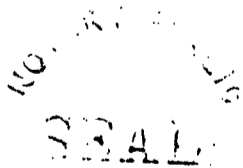


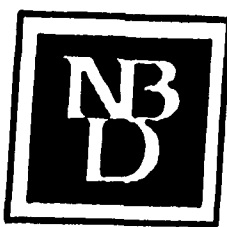
X Sherry J. [Signature]
Notary Public, Lake County, Indiana
My Commission Expires: 07/20/01
My County of Residence: Porter

When recorded, return to:

NBD - HOME EQUITY CENTER
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

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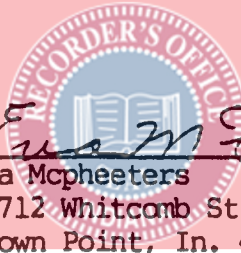
**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

LEGAL DESCRIPTION:

Tract#16 of Plat of Survey of that part of SW 1/4, NE 1/4, Section 19, Township 34 North, Range 8 West of the 2nd P.M. lying West of the center line of the Crown Point-Lowell road more particularly described as follows: Commencing at a point on the West line of said SW 1/4, NE 1/4, 242.40 feet South of the NW corner thereof; thence East with an interior angle of 90 degrees a distance of 165 feet; thence North and parallel with the West line of said SW 1/4, NE 1/4 a distance of 90.26 feet; thence Southwesterly with an interior angle of 74 degrees 39 minutes and 45 seconds a distance of 171.1 feet to the West line of the said SW 1/4, NE 1/4 Section 19; thence South a distance of 45 feet to the point of beginning.

June 4, 1998



X Eva M. Sheeters

Eva Mcpheeters
12712 Whitcomb St.
Crown Point, In. 46307

MISSOURI STATE BOARD OF HEALTH
Bureau of Vital Statistics

DELAYED OR SPECIAL
CERTIFICATE OF BIRTH

Full name at birth: Charles Andrew McPheeters
Date of birth: [unclear]
Sex: Male
Race: White
Birthplace: Flatwoods, Ripley County, Missouri
Full name of father: Andrew C. McPheeters
Birthplace of father: [unclear]
Maiden name of mother: Helen R. Gomer
Birthplace of mother: [unclear]

AFFIDAVIT: I hereby declare upon oath that the above statements are true. (To be signed by registrant, if possible)
Signature: Helen R. McPheeters Relationship to registrant: Mother
Address: ~~XXXXXX~~ Flatwoods, Mo. Subscribed and sworn to before me on: [unclear]
Notary Public: Chas. C. Cook For State of: Missouri County of: Ripley

Do Not Write Below This Line ABSTRACT OF SUPPORTING EVIDENCE Do Not Write Below This Line

NAME AND KIND OF DOCUMENT (INCLUDING BY WHOM ISSUED AND SIGNED, AND DATE OF ISSUE)	Date Original Document Was Made
Dist. #25 Ripley Co., Mo. School Record, Chas. C. Cook	1926
Family Bible Record of McPheeters Family	7-12-17
Off. Reg. Andrew C. McPheeters, father, Flatwoods, Mo.	June 17, 1919

INFORMATION CONCERNING REGISTRANT AS STATED IN DOCUMENT

BIRTH DATE OR AGE	BIRTHPLACE	NAME OF FATHER	FULL NAME OF MOTHER
6 yrs.	Flatwoods, Mo.	Andrew C. McPheeters	Helen Gomer
9-12-1919	Flatwoods, Ripley Co., Mo.	Andrew C. McPheeters	

Additional information:

STATEMENT OF REVIEWING OFFICIAL
I hereby certify that I have reviewed the evidence recorded above and that the information contained therein is as noted in the preceding abstract.
Signature of Reviewing Official: Mary Ann Gerner Date filed in State Board of Health: [unclear]

STATE OF MISSOURI, ss. CITY OF JEFFERSON, ss. I HEREBY CERTIFY that the above is a true and correct copy of the certificate for the person named therein. The original record being filed in the Central Bureau of Vital Statistics of the State of Missouri is part of the permanent records of said bureau. WITNESS my hand as State Registrar of Vital Statistics and the Seal of the Missouri State Board of Health this date of [unclear]
State Registrar of Vital Statistics Per [unclear]

I certify this document to be a true and exact copy
of the original record as it appears on file and on hand.
Eva McPheeters
Eva McPheeters 6498
Customer 612