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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99083348

99 OCT -8 AM 9:08

MORRIS W. CARTER
RECORDER

RECORDATION REQUESTED BY:

Bank One, Indiana, NA
66 Main St
Hobart, IN 46342

RETURN ADDRESS:

Banc One Service Corp.
Midwest Loan Servicing-KY
PO Box 37264
Louisville, KY 40232-7264

053000240330042884



Document is MORTGAGE

THIS MORTGAGE IS MADE THIS SEPTEMBER 25, 1999, between TERESA TORRES and HERIBERTO TORRES, WIFE AND HUSBAND, whose address is 3790 SWIFT STREET, HOBART, IN 46342 (referred to below as "Grantor"); and Bank One, Indiana, NA, whose address is 66 Main St, Hobart, IN 46342 (referred to below as "Lender").

This Document is the property of

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues, royalties or other benefits of the improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in LAKE County, State of Indiana (the "Real Property"):

Lot 48 and the South 1/2 of Lot 46 in Block 1 in Stock Yards Addition to Tolleston, in the City of Hobart, as per plat thereof, recorded in Plat Book 2 page 48, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 3790 SWIFT STREET, HOBART, IN 46342. The Real Property tax identification number is 27-18-169-48.

As more fully described in this mortgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means TERESA TORRES and HERIBERTO TORRES. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, including, but not limited to, attorneys' fees, cost of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated September 25, 1999, in the

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