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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 APR 24 AM 12:41

MICHAEL W. CARTER
RECORDER

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that WILLIE C SPATES JR AND MATTIE A SPATES, AS HUSBAND AND WIFE, hereinafter referred to as Mortgagors, of LAKE County, State of IN, Mortgage and warrant to Norwest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate in LAKE County, State of Indiana, to wit:

THE FOLLOWING DESCRIBED REAL ESTATE, IN LAKE COUNTY IN THE STATE OF INDIANA, TO-WIT: LOT 25 AND 26, BLOCK 7, MICHIGAN AVENUE ADDITION TO INDIANA HARBOR, AS SHOWN IN PLAT BOOK 8, PAGE 11, LAKE COUNTY, INDIANA.

DATED 12/27/99

to secure the repayment of a promissory note in the sum of $64,600.00, payable to Mortgagee in monthly installments, the last payment to fall due on DECEMBER 27, 2009, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of $125,000.00.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisement laws of the State of Indiana.

Mortgagors agree not to sell, convey or otherwise transfer the above described real estate or any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 10TH day of APRIL, 2000.

Sign here ☞ Willie C Spates, JR
Type name as signed: WILLIE C SPATES JR

Sign here ☞ Mattie A. Spates
Type name as signed: MATTIE A SPATES

Sign here ☞ _____
Type name as signed:

Sign here ☞ _____
Type name as signed:

State of Indiana)
) ss.
County of LAKE)

Before me, the undersigned, a Notary Public in and for said County, this 10TH day of APRIL, 2000, came WILLIE C SPATES JR AND MATTIE A SPATES and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

JEAN M. DOHMEIER
Lake County
My Commission Expires
March 15, 2008

Type name as signed: JEAN M DOHMEIER, Notary Public

My Commission Expires: MARCH 15, 2008

This instrument was prepared by: JIM KERSCHKE /NORWEST FINANCIAL INDIANA, INC.

IN-942-0699

Norwest Fin.
1932 - 45th St.
Munster, In. 46321

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