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3 Rivers Title
727 S. Clinton St
Ft. Wayne, In 46802

INDIANA REAL ESTATE MORTGAGE
REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that ALSTON WITHERSPOON AND JUANITA WITHERSPOON, HUSBAND AND WIFE, hereinafter referred to as Mortgagors, of LAKE County, State of INDIANA, Mortgage and warrant to Dial Bank, hereinafter referred to as Mortgagee, the following described real estate, in LAKE County, State of Indiana, to wit:

LOTS NUMBERED 26 AND 27, BLOCK 1, HIGHLAND PARK ADDITION TO GARY, AS SHOWN IN PLAT BOOK 8, PAGE 13, LAKE COUNTY, INDIANA.

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to secure the repayment of Mortgagors' indebtedness evidenced by a Credit Card Account Agreement ("Agreement") between Mortgagors and Mortgagee, together with charges according to the terms of said Agreement; and also any and all indebtedness, future advances, and charges now or hereafter owing or to become owing by Mortgagors to Mortgagee under said Agreement or any future Agreement between Mortgagors and 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 $200,000.00.

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 also agree not to sell, convey or transfer said property, 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 Agreement, 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 31ST day of MAY, 2000.

Sign here Alston Witherspoon
Type name as signed: ALSTON WITHERSPOON

Sign here Juanita Witherspoon
Type name as signed: JUANITA WITHERSPOON

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 31ST day of MAY, 2000, came ALSTON WITHERSPOON AND JUANITA WITHERSPOON, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Elaine Mendez
Type name as signed: ELAINE MENDEZ, Notary Public

My Commission Expires: AUGUST 5, 2007

This instrument was prepared by: RANDY LANGE NORWEST FINANCIAL INDIANA INC.
1155 EAST RIDGE ROAD
GRIFFITH IN. 46319

IN-2143NOWLINE-0799

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