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STATE
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2000 AUG -1 PM 1
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RECORD

WHEN RECORDED MAIL TO:

BWM MORTGAGE, LLC 2000 054165
10425 W. NORTH AV. STE.
246
WAUWATOSA, WISCONSIN
53226
Loan Number 3570

[Space Above This Line For Recording Data]

MORTGAGE

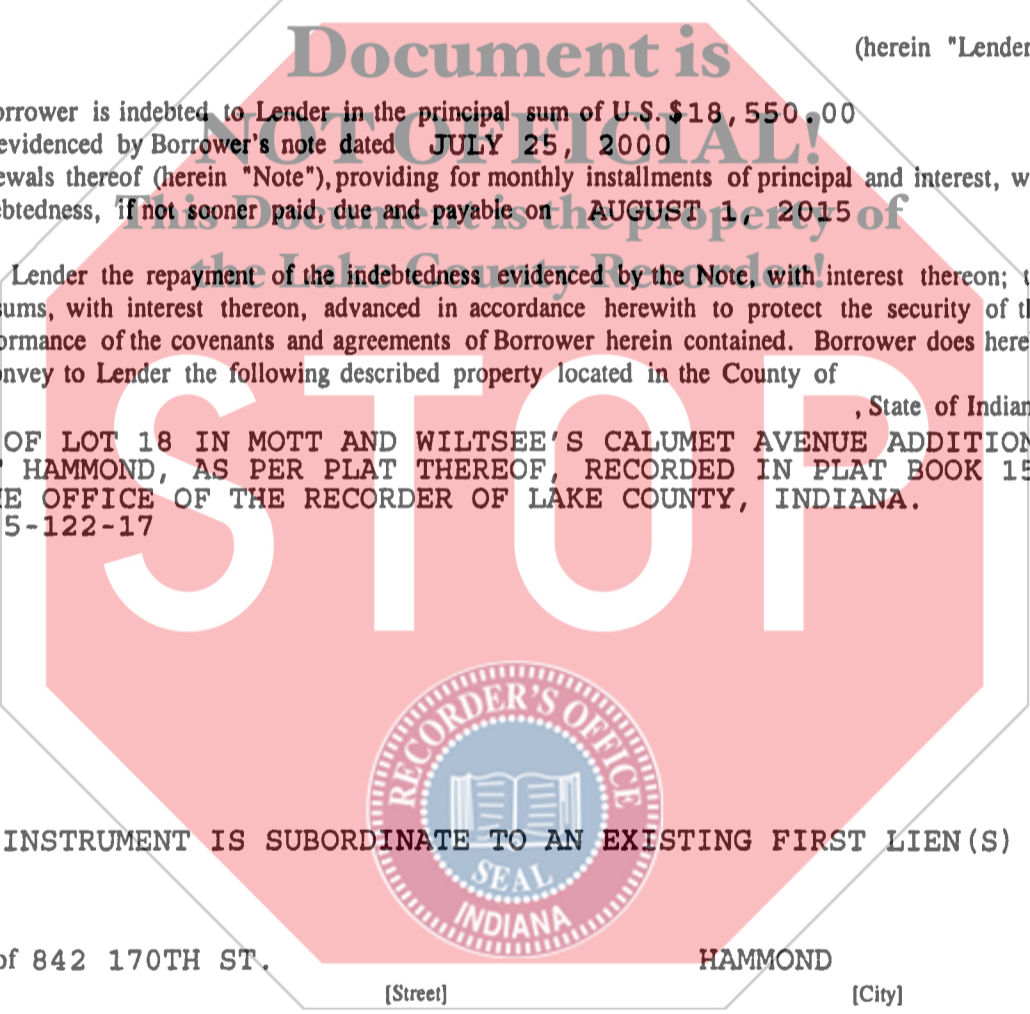
THIS MORTGAGE is made this 25th day of JULY, 2000
between the Mortgagor, MICHAEL C. SHERMAN AND MARY ANN SHERMAN, HUSBAND AND
WIFE (herein "Borrower"),

and the Mortgagee, BWM MORTGAGE, LLC, A WISCONSIN CORPORATION

a corporation organized and existing under the laws of WISCONSIN
whose address is 10425 W. NORTH AVENUE #246, WAUWATOSA, WISCONSIN 53226 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$18,550.00
which indebtedness is evidenced by Borrower's note dated JULY 25, 2000
and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with
the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2015

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of
LAKE, State of Indiana:
THE WEST HALF OF LOT 18 IN MOTT AND WILTSEE'S CALUMET AVENUE ADDITION,
TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15
PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
A.P.N. #: 26-35-122-17



THIS SECURITY INSTRUMENT IS SUBORDINATE TO AN EXISTING FIRST LIEN(S)
OF RECORD.

which has the address of 842 170TH ST. HAMMOND
[Street] [City]

Indiana 46324 ("Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this
Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a
leasehold) are hereinafter referred to as the "Property."

17.00
CK# 8948 AM



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.


20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

21. **Waiver of Valuation and Appraisal.** Borrower hereby waives all right of valuation and appraisal.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 5 of this Mortgage.


MICHAEL C. SHERMAN (Seal)
-Borrower


MARY ANN SHERMAN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:



STATE OF INDIANA, LAKE

County ss:

On this 25th day of July, 2000, before me, the undersigned,

a Notary Public in and for said county, personally appeared MICHAEL C. SHERMAN, MARY ANN SHERMAN

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:

Virginia K. Pressel
Notary Public

This instrument was prepared by

Virginia K. Pressel
NOTARY PUBLIC SEAL
My Commission Expires April 7, 2007
Resident of Porter County, Indiana

This Document is the property of
the Lake County Recorder!

STOP

