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WHEN RECORDED MAIL TO:

BWM MORTGAGE, LLC
10425 W. NORTH AV. STE 2000 054532
246
WAUWATOSA, WISCONSIN
53226
Loan Number 3572

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 AUG -2 AM 10:05

MORIS W. CARTER
RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE is made this 25th day of JULY, 2000
between the Mortgagor, SAUL A. MARTINEZ AND ROSALINDA MARTINEZ, 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

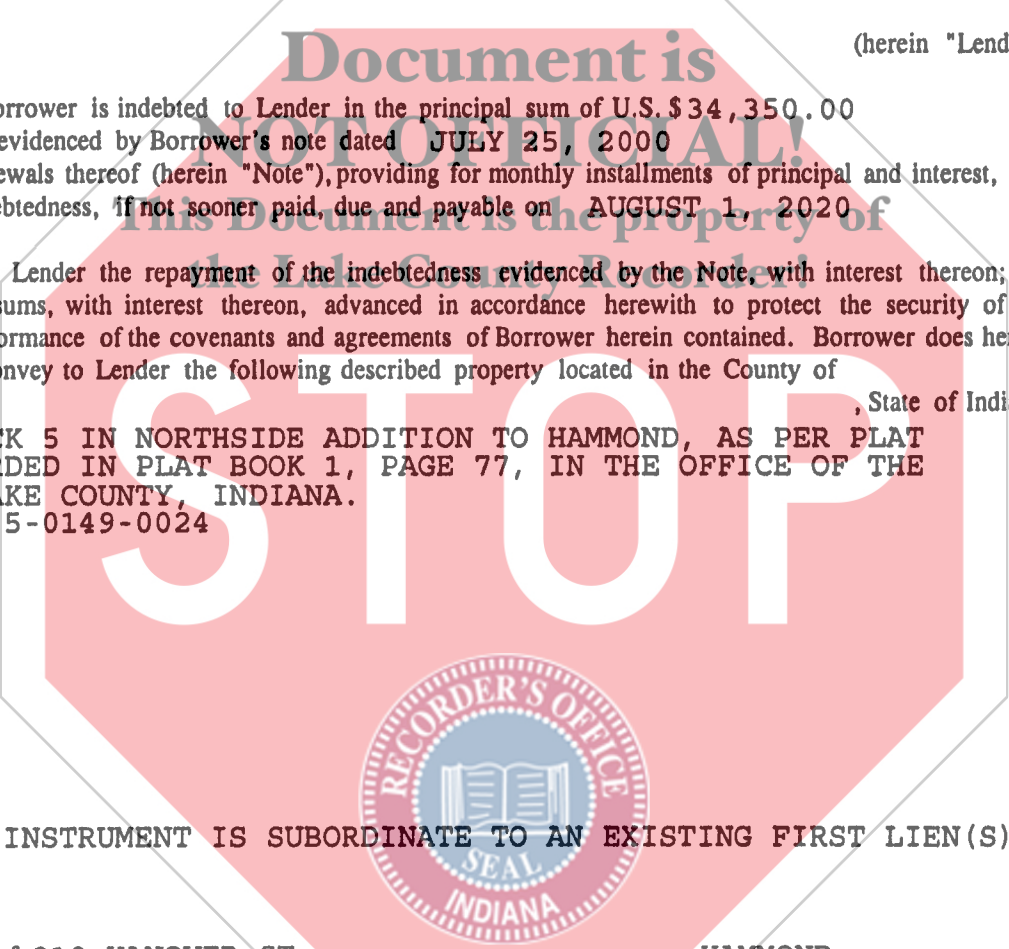
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$34,350.00
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, 2020

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:

LOT 27 IN BLOCK 5 IN NORTHSIDE ADDITION TO HAMMOND, AS PER PLAT
THEREOF, RECORDED IN PLAT BOOK 1, PAGE 77, IN THE OFFICE OF THE
RECORDER OF LAKE COUNTY, INDIANA.
A.P.N. #: 26-35-0149-0024

CH 181300



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

which has the address of 219 HANOVER ST. HAMMOND
[Street] [City]

Indiana 46327 ("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."

1700
Ac
#4446
HOLD
NETCO



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.

Saul A. Martinez (Seal)
SAUL A. MARTINEZ -Borrower

Rosalinda Martinez (Seal)
ROSALINDA MARTINEZ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower



____ (Seal)
____ -Borrower

Witness:

Kristen B. Canaday witness

Kristen B. Canaday - witness



STATE OF INDIANA, LAKE

County ss:

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

a Notary Public in and for said county, personally appeared SAUL A. MARTINEZ, ROSALINDA MARTINEZ

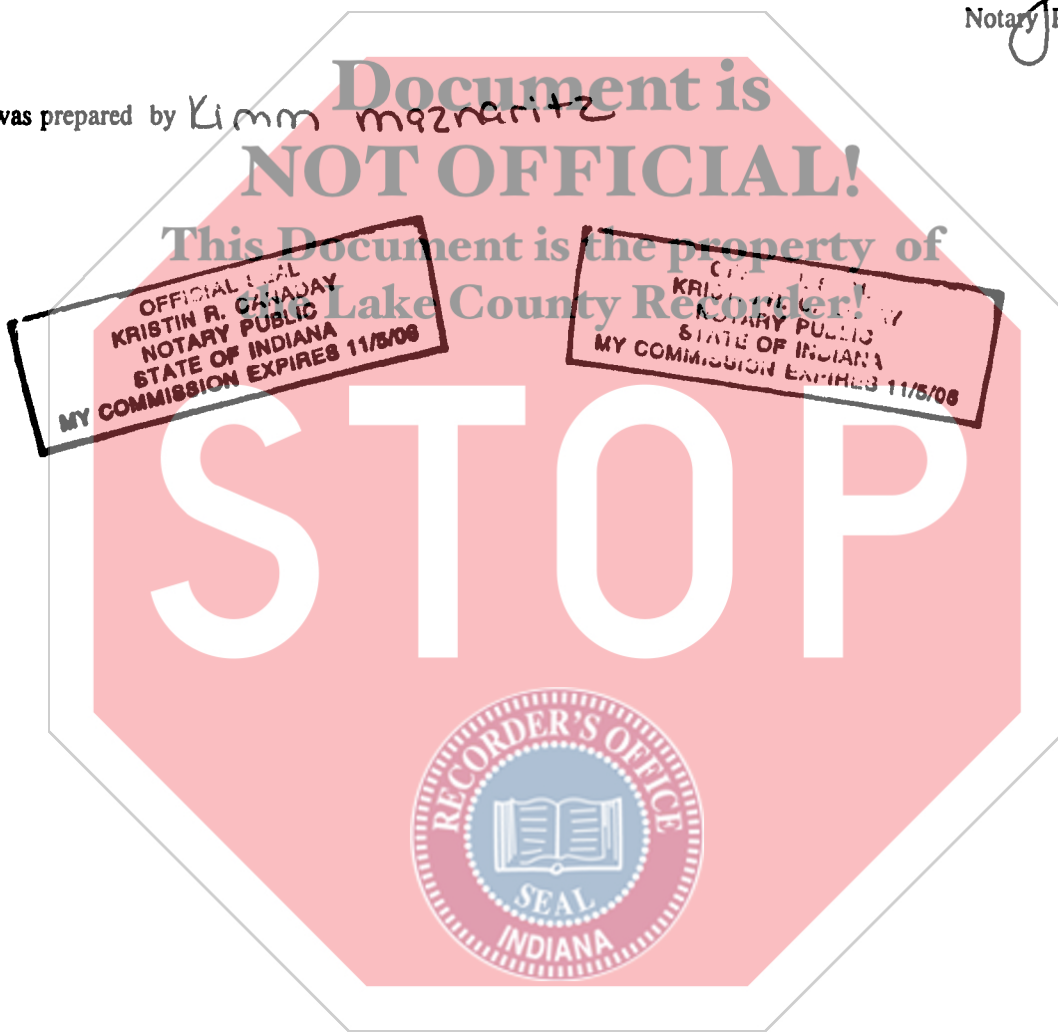
, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: 11-05-06

Kristin B. Canaday
Notary Public

This instrument was prepared by Kimm Mezmaritz



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