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WHEN RECORDED MAIL TO:

BWM MORTGAGE, LLC  
10425 W. NORTH AV. STE 2000 061959  
246  
WAUWATOSA, WISCONSIN  
53226  
Loan Number 3702

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 AUG 25 AM 10:57

MORRIS W. CARTER  
RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE is made this 18th day of AUGUST, 2000  
between the Mortgagor, DOUGLAS B. SCHANE AND KAREN M. SCHANE, 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. \$13,500.00  
which indebtedness is evidenced by Borrower's note dated AUGUST 18, 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 23, 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:

LOTS 6 AND 7, BLOCK 10, SURPRISE PARK ON THE LAKE, IN THE TOWN OF  
CEDAR LAKE, AS SHOWN IN PLAT BOOK 21, PAGE 25, IN LAKE COUNTY,  
INDIANA.  
A.P.N. #: 31-25-0110-0006 & 0007

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

which has the address of 7412 W. 143RD LN.

[Street]

CEDAR LAKE

[City]

Indiana

46303

[Zip Code]

("Property Address");

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."

INDIANA-SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3815

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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 Appraisement.** Borrower hereby waives all right of valuation and appraisement.

**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.

Douglas B. Schane (Seal)  
DOUGLAS B. SCHANE -Borrower

Karen M. Schane (Seal)  
KAREN M. SCHANE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness:  
\_\_\_\_\_

Witness:  
\_\_\_\_\_



STATE OF INDIANA, LAKE

County ss:

On this 18<sup>th</sup> day of AUG, 2000, before me, the undersigned,

a Notary Public in and for said county, personally appeared DOUGLAS B. SCHANE, KAREN M. SCHANE

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:

4-7-07

*Virginia K. Pressel*  
Notary Public

This instrument was prepared by

Document Systems, Inc.  
NOT OFFICIAL

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!

