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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 MAY 14 AM 9:53

MORRIS W. CARTER
RECORDER



348-380809

CONSIDERATION AND GRANT OF MORTGAGE

MORTGAGE DATE May 9, 2002

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Loan Account Contract ("Account"), Mortgage is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. **Any party interested in the details related to Mortgagee's continuing** continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

PROPERTY DESCRIPTION

SEE ATTACHED LEGAL

Document is NOT OFFICIAL!

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STOP

Borrower Mailing Address:
5435 WEGG AVENUE EAST CHICAGO, IN 46312

MORTGAGOR(S)

NAME(S) MICHELLE BALLENTINE

ADDRESS

5435 WEGG AVENUE

CITY
EAST CHICAGO

COUNTY STATE
LAKE IN 46312

MORTGAGEE

NAME(S)
First Indiana Bank, N.A.

ADDRESS

135 N. Pennsylvania

CITY
Indianapolis

COUNTY STATE
Marion Indiana

PRINCIPAL AMOUNT

Seventy Five Thousand Two Hundred Five and 00/100 \$ 75205.00

COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

dld-0009 06/01

HOLD FOR FIRST AMERICAN TITLE

06027579

13-
with file

PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

POWER OF SALE. The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

SIGNATURES - MORTGAGOR(S)/WITNESSES

Signed and sealed by Mortgagor(s):

X

Mortgagor's Signature

Michelle Ballentine

Mortgagor's Signature MICHELLE BALLENTINE

Signed and delivered in the presence of:

X

Mortgagor's Signature

X

Witness' Signature

X

Mortgagor's Signature

X

Witness' Signature

NOTARIZATION

State of IN
County of LAKE

On this the 9th day of May 9, 2002, before me,
, the undersigned officer, personally appeared

MICHELLE BALLENTINE

known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the consideration and purposes therein contained.

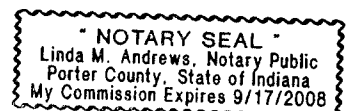
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda M. Andrews
Title of Officer

Account # 8731380809

Drafted by: FIRST INDIANA BANK, N.A.
Address: 135 N. PENNSYLVANIA STREET
City & State: INDIANAPOLIS, IN. 46204
PREPARED BY: MICHELLE LEE

My Commission Expires: _____
County of Residence: _____
When Recorded Return To:
First Indiana Bank, N.A.
P.O. Box 441159
Indianapolis, IN 46244-1159



LEGAL DESCRIPTION:

Parcel 1: Lot 44 and the South 3 feet of Lot 45 in Block 4 in Roxana Park 4th Addition to East Chicago, as per plat thereof, recorded in Plat Book 29, page 47, in the Office of the Recorder of Lake County, Indiana, except the following: Commencing at the Northwest corner of said tract; thence South 89 degrees 31 minutes 02 seconds East on the North line thereof a distance of 70.73 feet to the place of beginning; thence South 57 degrees 23 minutes 56 seconds East a distance of 63.93 feet to a point on the East property line; thence North 0 degrees 15 minutes 41 seconds West on the East property line, a distance of 33.99 feet to the North property line; thence North 89 degrees 31 minutes 02 seconds West on the North property line 53.70 feet to the place of beginning.

Parcel 2: Part of Lot 45 in Block 4 in Roxana Park 4th Addition to East Chicago, as per plat thereof, recorded in Plat Book 29, page 47, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at a point on the West line of said Lot that is 3 feet North of the Southwest corner of said lot; thence North 0 degrees 16 minutes 06 seconds West on the West line of said Lot, 37 feet to the Northwest corner of said lot; thence South 89 degrees 31 minutes 02 seconds East 12.28 feet on the North line of said lot; thence South 57 degrees 23 minutes 56 seconds East 69.59 feet; thence North 89 degrees 31 minutes 02 seconds West 70.73 feet to the place of beginning.

Parcel 3: That part of Lot 46, lying South and West of the Indiana Toll Road, (a center line survey map of which is on file in the Office of the Recorder of Lake County, Indiana), in Block 4 in Roxana Park 4th Addition to East Chicago, as per plat thereof, recorded in Plat Book 29, page 47, in the Office of the Recorder of Lake County, Indiana.

