

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 074868

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60-401676

MORTGAGE  
RECORD

**CONSIDERATION AND GRANT OF MORTGAGE**

MORTGAGE DATE May 2, 2003

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"), Mortgagee 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 the Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult the Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) grants, conveys 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

Borrower Mailing Address:  
7139 HOHMAN AVE HAMMOND, IN 46324

|                                                           |                 |                                         |                      |
|-----------------------------------------------------------|-----------------|-----------------------------------------|----------------------|
| <b>MORTGAGOR(S)</b>                                       |                 | <b>MORTGAGEE</b>                        |                      |
| NAME(S) <u>KATHLEEN A JONES</u><br><u>MATTHEW L JONES</u> |                 | NAME(S) <u>First Indiana Bank, N.A.</u> |                      |
| ADDRESS <u>7139 HOHMAN AVE</u>                            |                 | ADDRESS <u>135 N. Pennsylvania</u>      |                      |
| CITY <u>HAMMOND</u>                                       |                 | CITY <u>Indianapolis</u>                |                      |
| COUNTY <u>LAKE</u>                                        | STATE <u>IN</u> | COUNTY <u>Marion</u>                    | STATE <u>Indiana</u> |

**PRINCIPAL AMOUNT**  
Fifteen Thousand Five Hundred and 00/100 \$ 15500.00

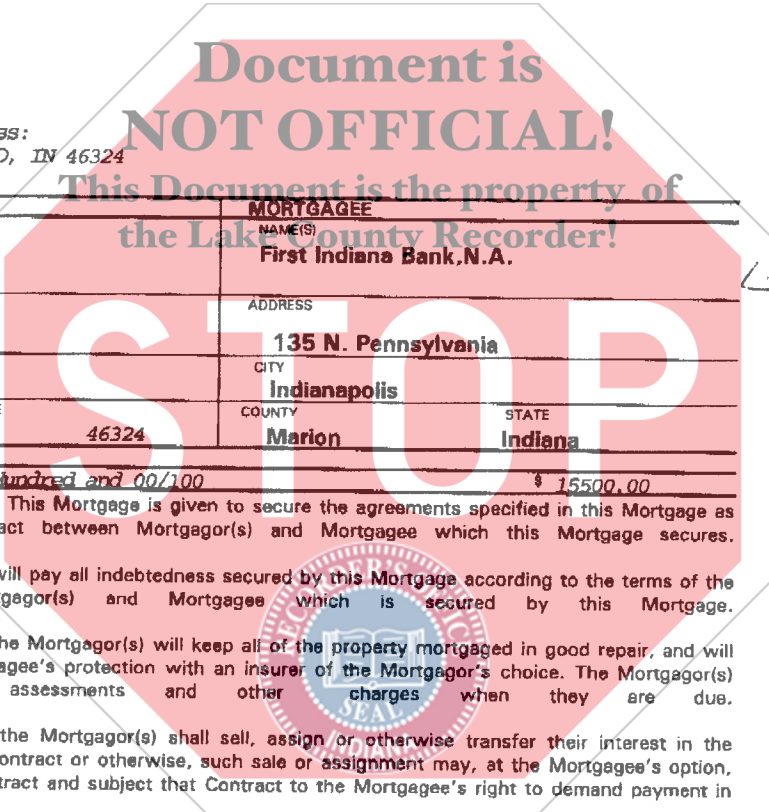
**COLLATERAL FOR ACCOUNT.** This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

**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.

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**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

X *Kathleen A Jones*  
Mortgagor's Signature KATHLEEN A JONES

Signed and delivered in the presence of:

X *Matthew L Jones*  
Mortgagor's Signature MATTHEW L JONES

X  
Witness' Signature

X  
Mortgagor's Signature

X  
Witness' Signature

**NOTARIZATION**

State of IN  
County of LAKE

On this the 2nd day of May, 2003,  
the undersigned officer, personally appeared

, before me, Rachel Cappuccio

KATHLEEN A JONES, MATTHEW L JONES

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.

*Rachel Cappuccio*  
*Closer*

Account # 8760401676

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

My Commission Expires: SEP. 18, 2010 Title of Officer  
County of Residence: Porter  
When Recorded Return To:  
First Indiana Bank, N.A.  
P.O. Box 441159 GTC937  
Indianapolis, IN 46244-1159



LEGAL DESCRIPTION

The South 50 feet of the West 208 feet of that part of the Southwest 1/4 of Section 12, Township 36 North, Range 10 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said tract and running thence south along the east line thereof 1625.20 feet; thence west 872.8 feet to a point on the East line of Hohman Avenue which is 1626.05 feet south of the north line of said tract and being also the place of beginning; thence south along the east line of said Hohman Avenue 209.69 feet; thence East 408 feet to the West line of Meadow Lane Avenue; thence north along the West line of Meadow Lane Avenue 209.69 feet; thence West 408 feet to the place of beginning.

Commonly known as: 7139 Hohman Avenue, Hammond, In. 46324

