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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 100627

2004 NOV 30 PM 1:01

MORRIS W. WESTER  
RECORDED

**INDIANA REAL ESTATE MORTGAGE  
REVOLVING LINE OF CREDIT**

THIS INDENTURE WITNESSETH, that JOSE M RUIZ AND MARIA P RUIZ, HUSBAND AND WIFE, hereinafter referred to as Mortgagors, of LAKE County, State of IN, Mortgage and warrant to Wells Fargo Financial Bank, hereinafter referred to as Mortgagee, the following described real estate in LAKE County, State of IN, to wit: The description of the property is on a separate form attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

to secure the repayment of Mortgagors' indebtedness evidenced by a Credit Card Account Agreement ("Agreement") in the amount of \$7,500.00 between Mortgagors and Mortgagee, together with charges according to the terms of said Agreement; and also any and all indebtedness, future advances, and charges now or hereafter owing or to become owing by Mortgagors to Mortgagee under said Agreement or any future Agreement between Mortgagors and Mortgagee, provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of \$17,500.00.

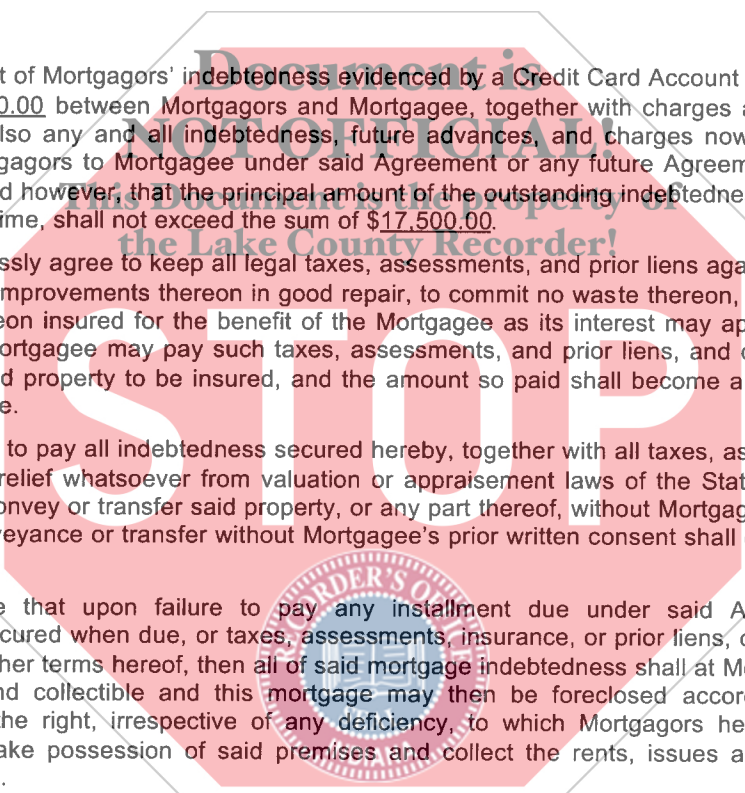
Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisal laws of the State of Indiana. Mortgagors also agree not to sell, convey or transfer said property, or any part thereof, without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said Agreement, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

WELLS FARGO  
2627 E. 80<sup>TH</sup> AVE  
MERRILLVILLE, IN  
46410  
↑



135C  
#0073-  
33964

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 5 day of NOVEMBER, 2004

Sign here \_\_\_\_\_  
Type name as signed: JOSE M RUIZ

Sign here \_\_\_\_\_  
Type name as signed: MARIA P RUIZ

Sign here \_\_\_\_\_  
Type name as signed:

Sign here \_\_\_\_\_  
Type name as signed:

State Of INDIANA )  
County Of LAKE ) ss.

Before me, the undersigned, a Notary Public in and for said County, this 5 day of NOVEMBER, 2004, came JOSE M RUIZ AND MARIA P RUIZ, HUSBAND AND WIFE, and acknowledged the execution of the foregoing Mortgage.

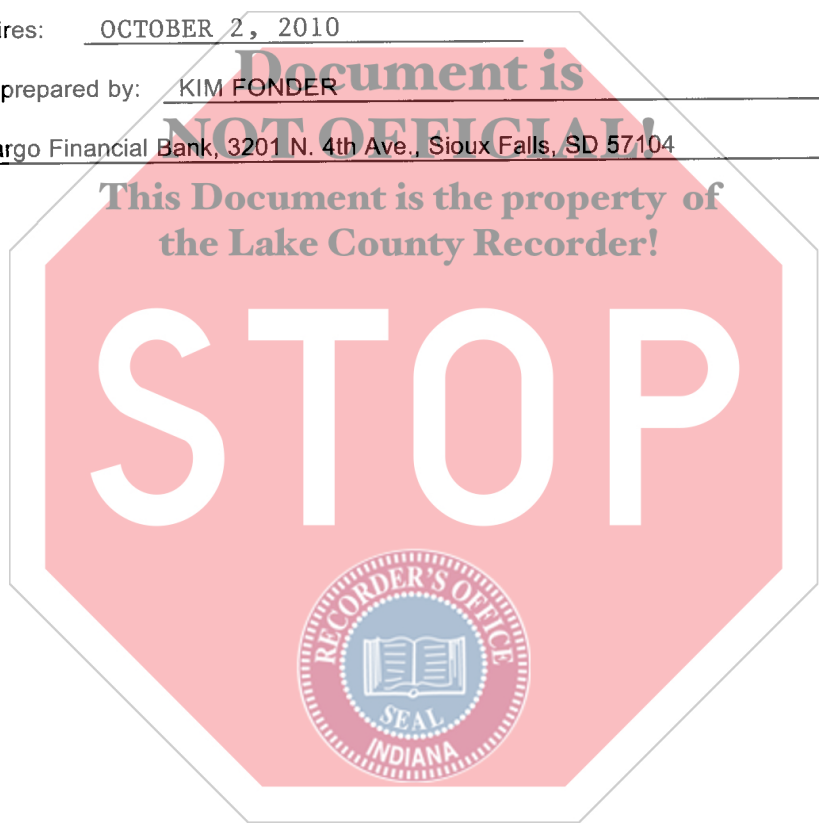
Witness my hand and official seal.  
  
\_\_\_\_\_  
Notary Public

Type name as signed: DOMINIC P DEGUSTINO

My Commission Expires: OCTOBER 2, 2010

This instrument was prepared by: KIM FONDER

Return to: Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104

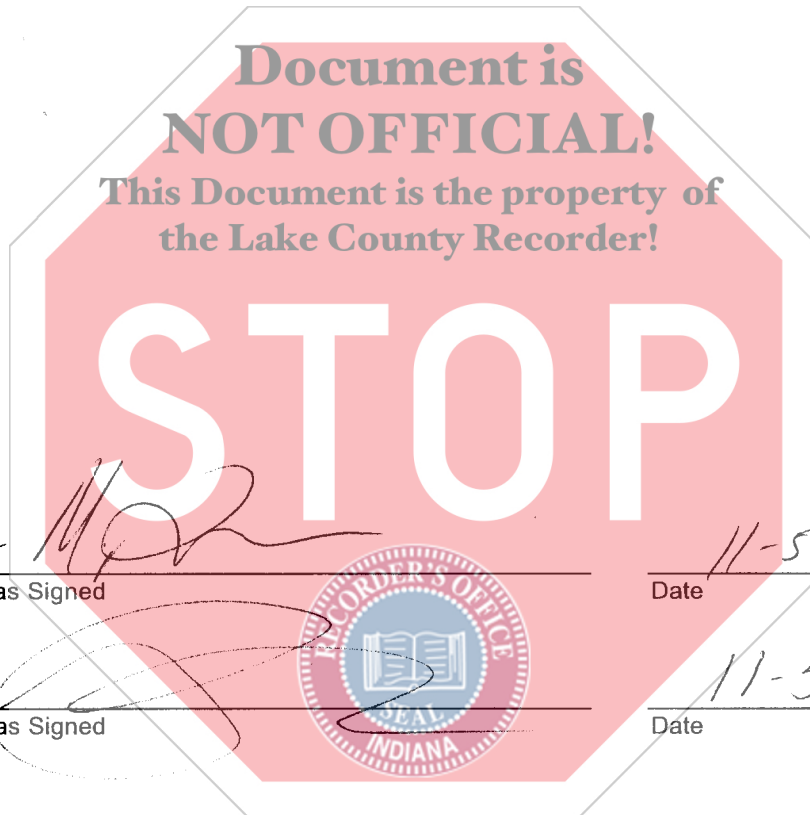


# Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, NOVEMBER 5, 2004, JOSE M RUIZ, MARIA P RUIZ mortgagor(s):

Legal description:

LOT 45, IN BARRINGTON RIDGE, UNIT 9 A PLANNED UNIT DEVELOPMENT IN THE CITY OF HOBART, INDIANA, AS PER RECORD PLAT THEREOF APPEARING IN PLAT BOOK 85, PAGE 40 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY.



*[Handwritten signature]*  
Type Name(s) as Signed  
JOSE M RUIZ

*11-5-04*  
Date

*[Handwritten signature]*  
Type Name(s) as Signed  
MARIA P RUIZ

*11-5-04*  
Date