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MICHAEL J. DEON  
RECORDER

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that AUSTIN L. POWELL, III  
AND TYJUANA L. POWELL

hereinafter referred to as Mortgagors, of LAKE County, State of IN, Mortgage  
and warrant to Wells Fargo Financial Indiana, Inc. hereinafter referred to as Mortgagee, the following described real  
estate in LAKE County, State of Indiana, to wit:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

to secure the repayment of a promissory note of even date in the sum of \$ 154,199.12, payable to  
Mortgagee in monthly installments, the last payment to fall due on 2/26/25

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.

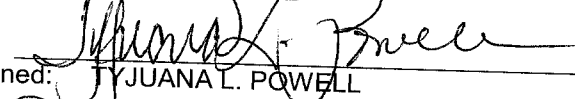
Mortgagors agree not to sell, convey or otherwise transfer the above described real state or any part thereof  
without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written  
consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, 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.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 21ST day of FEBRUARY,  
2005

Sign here   
Type name as signed: AUSTIN L. POWELL III ALP

Sign here   
Type name as signed: TYJUANA L. POWELL

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

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

WELLS FARGO  
41 US Hwy 41  
Schelerville, In  
7 46375

16-DG

#0488-34205

State of Indiana )  
 ) ss.  
County of LAKE )

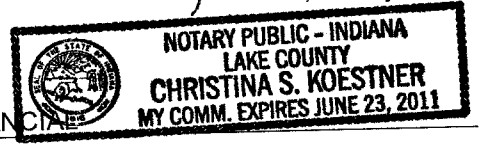
Before me, the undersigned, a Notary Public in and for said County, this 21ST day of FEBRUARY  
2005, came AUSTIN L. POWELL, III, TYJUANA L. POWELL  
and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

*Christina S Koestner*

CHRISTINA S KOESTNER, Notary Public

Type name as signed:

My Commission Expires: JUNE 23, 2011



This instrument was prepared by: KATHY TOWNSEND, WELLS FARGO FINANCIAL

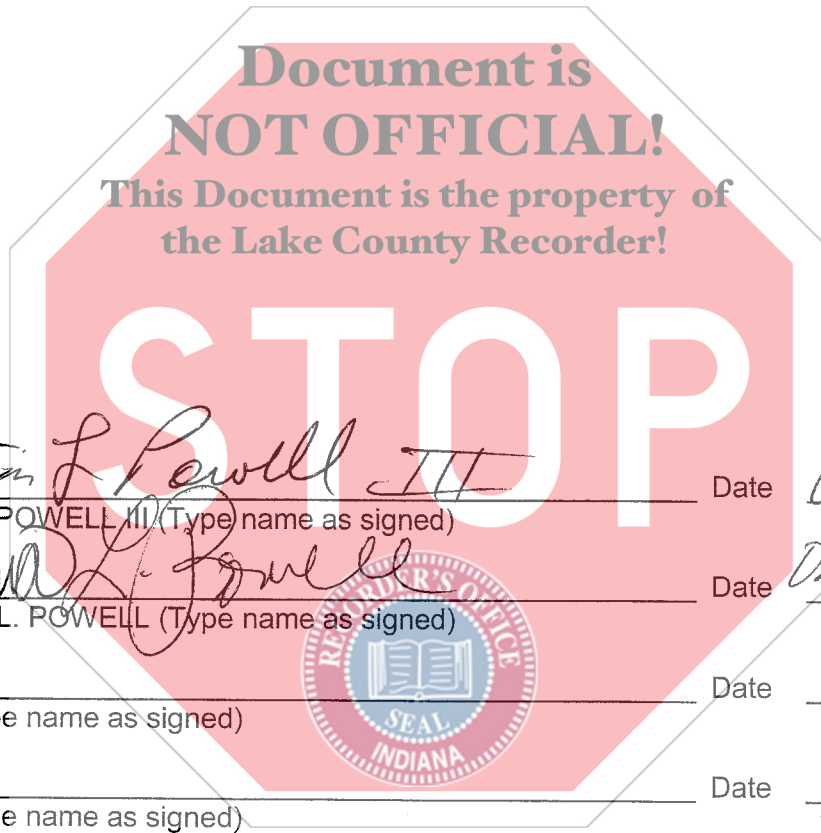


# Mortgage/Deed of Trust Addendum

Addendum for legal description of Mortgage/Deed of Trust dated FEBRUARY 21, 2005, AUSTIN L. POWELL AND TYJUANA L. POWELL, mortgagor(s)/trustor(s).

Legal description:

LOT 14 IN BLOCK 2 IN BON AIRE SUBDIVISION UNIT NO. ONE, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



*Austin L Powell III*  
AUSTIN L POWELL III (Type name as signed)

Date 02-21-05

*Tyjuana L Powell*  
TYJUANA L. POWELL (Type name as signed)

Date 02-21-05

\_\_\_\_\_  
(Type name as signed)

Date \_\_\_\_\_

\_\_\_\_\_  
(Type name as signed)

Date \_\_\_\_\_