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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 022299

2006 MAR 17 AM 10:26

MICHAEL A. BROWN
RECORDER

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

THIS INDENTURE WITNESSETH, that THEODORE P. GRAY, 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 \$ 34,000.00 ("credit limit") 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 credit limit.

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.

ck#
0073-36520
o.v. 18.00
1.00 A.M.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 13 day of MARCH, 2006

Sign here *Theodore P. Gray*
Type name as signed: THEODORE P. GRAY

Sign here _____
Type name as signed: _____

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 13 day of MARCH, 2006, came THEODORE P. GRAY, and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal.

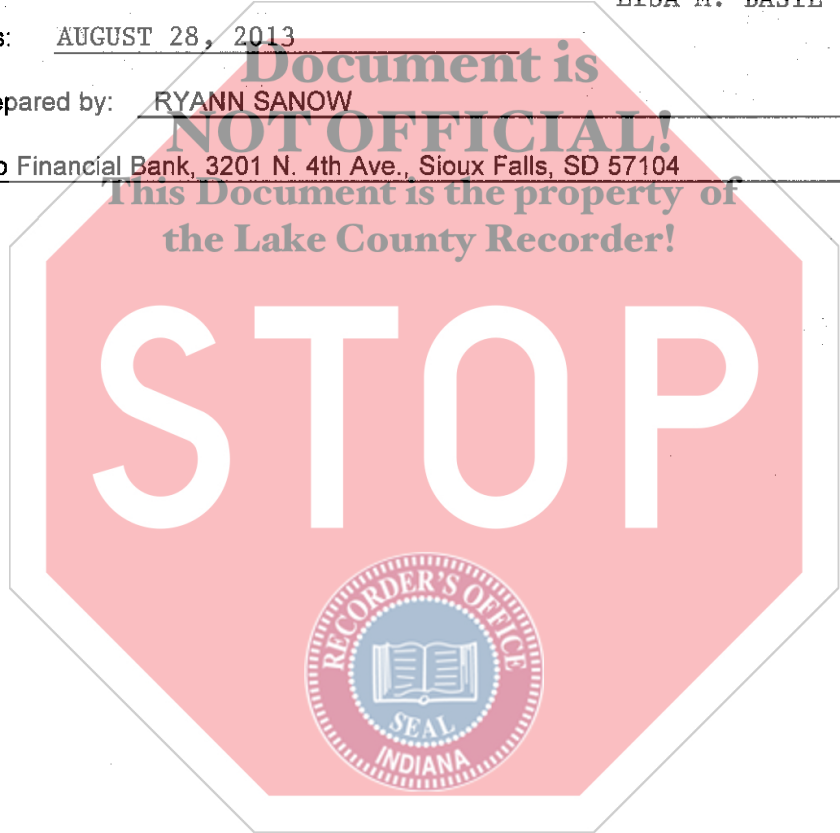
Lisa M. Basil
LISA M. BASIL, Notary Public

Type name as signed: _____

My Commission Expires: AUGUST 28, 2013

This instrument was prepared by: RYANN SANOW

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, MARCH 13, 2006, THEODORE P. GRAY, mortgagor(s):

Legal description:

The land referred to in this policy is situated in the **STATE OF INDIANA, COUNTY OF LAKE, TOWN OF MERRILLVILLE**, and described as follows:

UNIT 2436 WEST 63RD AVENUE IN BEL-OAKS TOWNHOMES - EXHIBIT "A" AS SHOWN IN PLAT BOOK 77 PAGE 26 BEING THAT PART OF PARCEL 2 IN BEL-OAKS TOWNHOMES IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77 PAGE 7, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 01 DEGREES 41 MINUTES 25 SECONDS EAST A DISTANCE OF 15.0 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 35 SECONDS EAST A DISTANCE OF 144.0 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 25 SECONDS EAST A DISTANCE OF 5.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 41 MINUTES 25 SECONDS EAST A DISTANCE OF 66.87 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 78 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 37.79 FEET; THENCE SOUTH 01 DEGREE 41 MINUTES 25 SECONDS WEST A DISTANCE OF 60.22 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 35 SECONDS WEST A DISTANCE OF 37.2 FEET TO THE POINT OF BEGINNING.



Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.


I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Document
Brenda M. Marquis
Signature of Declarant

NOT OFFICIAL!
Brenda M. Marquis
Printed Name of Declarant

This Document is the property of
the Lake County Recorder!

STOP



RECORDER'S OFFICE
SEAL
INDIANA