

2006 093068



INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that <u>ELIU LOPEZ AND MARIA LOPEZ</u>, <u>HUSBAND AND WIFE</u>, hereinafter referred to as Mortgagors, of <u>LAKE</u> County, State of <u>IN</u>, Mortgage and warrant to Wells Fargo Financial Bank, hereinafter referred to as Mortgagee, the following described real estate in <u>LAKE</u> County, State of <u>IN</u>, 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.

Document is

to secure the repayment of Mortgagors' indebtedness evidenced by a Credit Card Account Agreement ("Agreement") in the amount of \$ 23,000.00 ("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 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 appraisement 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.

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0480-36975

IN WITNESS WHEREOF, the Mortgagors has SEPTEMBER, 2006	ve hereunto set their hands this	19	day of
Sign here Type name as signed: ELIU LOPEZ	Sign here Musical Signed: Musi	ARIA KOPEZ	24
Sign here Type name as signed:	Sign here Type name as signed:		<u> </u>
Type name as signed.	Type Hame as signed.		
State Of <u>INDIANA</u>	_) _) ss.		
County Of LAKE)))		
Before me, the undersigned, a Notary Public in and LOPEZ AND MARIA LOPEZ, HUSBAND AND WIFE			
Witness my hand and official seal.	cument is	<u>~</u>	
NOT	OFFICIAL		`
Type name as signed: This Docume	ent is the property of	LDMYER , NO	tary Public
	Dounty Recorder!		7
This instrument was prepared by: STACY MADS	SEN		<u>.</u>
I affirm, under the penalties for perjury, that I have this document, unless required by law.	taken reasonable care to redact each	Social Security	number in
Return to: Wells Fargo Financial Bank, 3201 N. 41	th Ave., Sioux Falls, SD 57104		
	SEAL MOIANA MINISTRA		

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, SEPTEMBER 19, 2006, ELIU LOPEZ, MARIA LOPEZ mortgagor(s):

Legal description:

LOT 53 IN HOMESTEAD GARDENS 2ND ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 30 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

APN:16-27-0252-0053



NA-1492NOWLINE-1205 (ROC)