

2007 030379

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 AFR 12 PM 12: 06

MICHAEL A. BROWN RECORDER

## INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that <u>JAMES F PESCHKE</u> and <u>TERRI PESCHKE</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.

to secure the repayment of Mortgagors' indebtedness evidenced by a Credit Card Account Agreement ("Agreement") in the amount of \$ 20,000.00 ("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 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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IN-2143NOWLINE-0706 (ROC)

Page 1 of 2

HOLD FOR Rick

IN WITNESS WHEREOF, the Mortgagors have he MARCH, 2007	ereunto set their hands this 26 day of
Sign here JAMES F PESCHKE	Sign here July School Type name as signed: TERRI PESCHKE
Sign here	Sign here
Type name as signed:	Type name as signed:
State Of <u>INDIANA</u> )	•
County Of PORTER )	<b>.</b>
	said County, this <u>26</u> day of <u>MARCH, 2007</u> , came <u>JAMES F</u> <u>WIFE</u> , and acknowledged the execution of the foregoing
Witness my hand and official seal.	
	C B-A
Type name as signed:	CHRISTOPHER R. BENNETT , Notary Public
My Commission Expires: OCTOBER 15,2014	NOTARY FOR PORTER COUNTY
This instrument was prepared by: KIM FONDER	
this document, unless required by law.	reasonable care to redact each Social Security number in the property of R. J. O. C. TAYYOR CCOrder!
Return to: Wells Fargo Financial Bank, 3201 N. 4th Av	e., Sioux Falls, SD 57104
	DER'S OF THE SEAL VOIANA THE THE SEAL VOIANA THE THE SEAL VOIANA THE THE SEAL VOIANA THE THE THE SEAL VOIANA THE THE THE THE THE SEAL VOIANA THE

## ADDENDUM A TO MORTGAGE

## **Description of Property**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN LAKE COUNTY, INDIANA, TO WIT:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 487.32 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE EAST 184.5 FEET; THENCE SOUTH 54 FEET; THENCE 447.38 FEET, MORE OR LESS, TO THE EAST LINE OF A LEGAL SURVEY FILED ON APRIL 7, 1953 IN LEGAL SURVEY RECORD 6 PAGE 173 IN THE OFFICE OF THE SURVEYOR OF LAKE COUNTY, INDIANA, THENCE NORTH ALONG SAID EAST LINE 312 FEET; THENCE WEST 631.84 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SAID POINT BEING 258 FEET NORTH OF THE PLACE OF BEGINNING) THENCE SOUTH ON SAID WEST LINE 258 FEET TO THE BEGINNING.

TAX ID #08-15-18-41

