

STATE OF HIDIANA LAKE COUNTY FILED FOR RESOLUTION

2007 049463

2007 JUN 18 PM 12: 53

MICHAEL A. BROWN RECORDER

INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that <u>ARTHUR LEE WILLIAMS</u>, <u>JR AND JANICE C WILLIAMS</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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Page 1 of 2

IN-2143NOWLINE-0706 (ROC)

HOLD FOR RICK

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IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this day of MAY, 2007
Sign here Circle & BULL Sign here Si
Sign here Circle Could Sign here Type name as signed: ARTHUR LEE WILLIAMS, JR Sign here Type name as signed: JANICE C WILLIAMS
Sign here Sign here
Type name as signed: Type name as signed:
State Of INDIANA) ss.
County Of
Before me, the undersigned, a Notary Public in and for said County, this <u>23</u> day of <u>MAY, 2007</u> , came <u>ARTHUR LEE</u> <u>WILLIAMS, JR AND JANICE C WILLIAMS, HUSBAND AND WIFE</u> , and acknowledged the execution of the
foregoing Mortgage.
Witness my hand and official seal.
Jean on Dohmeur
Type name as signed: JEAN M DOHMEIER , Notary Public
My Commission Expires: MARCH 15, 2008 MARCH 15, 2008 JEAN M. DOHMEIER Lake County
This instrument was prepared by: DARLENE NAGEL My Commission Expires March 15, 2008
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.
the Name County Recorder!
Return to: Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104
TRECUITIO.
SEAL MOIANA

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, MAY 23, 2007, ARTHUR LEE WILLIAMS, JR , JANICE C WILLIAMS mortgagor(s):

Legal description:

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

LOT 16 AND THE EAST 2 FEET OF LOT 15 IN BLOCK 1 IN OAKLAND ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 6 PAGES 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. APN:26-35-0168-0016

