

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 080526

2007 OCT -9 PH 12: 26

MICHAEL A. BROWN RECORDER

## INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that <u>HERBERT J MOLITSKY AND JAMIE MOLITSKY 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 construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

# 0488 38014

# 18

CA

IN-2143NOWLINE-0706 (ROC)

Page 1 of 2

OCTOBER, 2007
Sign here Signed: HERBERT J MOLITSKY  Sign here Type name as signed: JAMIE MOLITSKY
Sign here Sign here
Type name as signed:  Type name as signed:  Type name as signed:  Tyler gene Thelen
State Of Indiana ) SEAL My Commission Expires July. 23, 2015
County Of )
Before me, the undersigned, a Notary Public in and for said County, this <u>1</u> day of <u>OCTOBER, 2007</u> , came <u>HERBERT J MOLITSKY AND JAMIE MOLITSKY HUSBAND AND WIFE</u> , and acknowledged the execution of the foregoing Mortgage.
Witness my hand and official seal.
7/1/2/1
Type name as signed:  Tyler Gene Thelen, Notary Public
My Commission Expires:  Tyler Gene Thelen  Tyler Gene Thelen
This instrument was prepared by: ADANE REDDA
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.
Return to: Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104
SEAL MOIANAMENTAL

## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, OCTOBER 1, 2007, HERBERT J MOLITSKY, JAMIE MOLITSKY mortgagor(s):

Legal description:

LOT SIXTEEN (16), BLOCK TWO (2), PHEASANT HILLS ADDITION, UNIT SIX (6), TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.TAX INFORMATION:

## Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder! NA-1452NOALINE-1205 (ROC)