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2007 993222



INDIANA REAL ESTATE MORTGAGE REVOLVING LINE OF CREDIT

THIS INDENTURE WITNESSETH, that <u>JEFFREY L. VAN VOLKENBURGH AND NANCY L. VAN VOLKENBURGH</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 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 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.

IN-2143NOWLINE-0706 (ROC)

Wells For The Hello

Page 1 of 2

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said County, this <u>15</u> day of VAN VOLKENBURGH, HUS	NOVEMBER, 200 BBAND AND WI	<u>)7,</u> came <u>FE</u> , and
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DAVID WESLEY	HOUSTON, Note	y Public
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Sioux Falls, SD 57104		
ER'S OF		
	Sign here / / / / / / / / / / / / / / / / / /	Sign here Y was Vackendow Type name as signed: NANCY L. VAN VOLKENBURGH Sign here Type name as signed: said County, this 15 day of NOVEMBER, 200 VAN VOLKENBURGH, HUSBAND AND WI DAVID WESLEY HOUSTON, Note easonable care to redact each Social Security in MARQUIS

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, NOVEMBER 15, 2007, JEFFREY L. VAN VOLKENBURGH 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:

A PARCEL OF LAND LOCATED IN THE CITY OF CROWN POINT, COUNTY OF LAKE, STATE OF IN AND KNOWN AS:

LOT NUMBER 19 IN CORRECTED PLAT OF FOUNTAIN RIDGE 5TH ADDITION AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK 48 PAGE 94 OF LAKE COUNTY RECORDS.

APN:33-23-0139-0019

