BANKEONE 092712, REAL ESTATE MORTGAGE	
This Mortgage made this 23rd day of March between Lester W. Severance and Linda K. Severance, Husband and of Lake County, Indiana (hereinatter "Mortgager") and BANK ONE	, 19 <u>90</u> by and
of Lake County, Indiana (hereinster "Meterses") and Bank ONE	Wife
of Lake County, Indiana (hereinafter "Mortgagor") and BANK ONE, Merrillville, Indiana, 46410 (hereinafter "Mortgagee")	MEHHILLVILLE, NA, 1000 E. 80th Place
WITNESSETH:	
That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Creditated March 23 , 19 90 , whereby the Mortgagee, subject to do loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not the Mortgagor, which may not the mortgagor.	efault by Mortgagor, has obligated itse
EN THOUSAND DOLLARS AND 00/100 t any one time for a period of ten (10) years. To the extent that the Mortgagor has borrowed or	will borrow monies from the Mortogoe
pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum more 2%) percent of the new balance, or \$100.00, or the FINANCE CHARGE accrued for the	imiy installments in a sum equal to two
That the interest rate charged for any monies loaned to Mortgagor by Mortgagee pursuant to Rate equal to the average weekly Bank Prime Loan Rate as published in Federal Reserve	said Agreement is based upon an Inde
of $2.0$ $\infty$ . The interest rate charged is a variable one and will increase or decrease in the	e event that the Index Rate increases o
decreases from the previous Index. The interest rate as computed is changed once a month or is monthly, and will remain in effect until the first day of the next billing cycle. The <b>FINANC</b>	n the first day of each billing cycle which
the daily periodic rate to the average daily balance for the billing cycle, the maximum ANN credit transaction will not exceed 25% or the maximum ANNUAL PERCENTAGE RAT	UAL PERCENTAGE RATE on this
That any changes in the interest rate are mandatory pursuant to said Agreement and any inci- any payment by the Mortgagee that is applied to principal and increase the amount applied to i	ease therein can reduce the amount of
ly said Agreement may not therefore fully amonize the Mongagor's loan balance within the to it the end of said ten (10) year term the entire principal balance and impaid interest shall be imme	(10) year term of the Agreement, and click the Mortgago
hat the recording of this mortgage by the Mongage in addition to giving constructive and p	ublic notice to all third parties of the lie
ights of the Mortgagee in the mortgaged property, is also done to inform all subsequent lienhold or statutory, that the Mortgagee's obligation to advance funds to the Mortgagor is mandatory.	pursuant to said Agreement, subject t
defaul by the Mortgagor, and that any and all future advances made by the Mortgagee to the other lien being placed against the mortgaged property shall be done by any such lienholder.	Mortgagor prior or subsequent to an
obligation to advance monies to the Mortgagor pursuant to said Agreement.	Proprior rolle to it of the Mongagee
HAT IT IS THE PURPOSE OF THE MORTGAGEE BY THIS CLAUSE, AND THE RECORDING	F THIS MORTGAGE, TO GIVE NOTICE
O ALL THIRD PARTIES DEALING WITH THE MORTGAGOR OR THE MORTGAGED PROP TON TO ASSERT A PRIOR LIEN AS TO ANY AND ALL SUBSEQUENT LIENHOLDERS OR T	HE MORTGAGED PROPERTY TO TH
ULL AMOUNT OF ALL LOANS AND ADVANCES MADE BY MORTGAGEE TO THE MORTGAGE TO THE MORTGAGE PLUS ACCRUED INTO	AGOR OR ON BEHALF OF THE MOR
REASONABLE ATTORNEY'S FEE, WHETHER SAID LOANS AND ADVANCES ARE MADE IN WHICH MAY BE SUBSEQUENTLY PLACED VERSUS THE MORTGAGED PROPERTY.	PRIOR TO OR AFTER ANY SUCH LIE
IOW THEREFORE, to secure to Mortgagee the repayment of (A) any and all indebtedness	or Habilities to Mortgagee as evidence
by said Agreement, together with any extensions or renewals thereof, and any other instrume evidence of or in payment of any indebtedness arising out of said Agreement; (B) any and all of	nt given by Mortgagor to Mortgagee a
or hereafter incurred by Mortgagor to Mortgagee, whether joint or several, primary or secondary or not related to or of the same class as the specific debt secured herein or secured by addition	or absolute or contingent, and whether
ion of any other indebtedness for personal, family or household purposes if this mortgage is	on the Mortgagor's principal dwelling
ncluding a mobile home; (C) the payment of all oth <mark>er sums advaticat to protect the</mark> security of If all covenants and agreements of the Mortgagor he <del>rein contained, the Mortgag</del> or does hereb	this mortgage; and (D) the performance MORTGAGE and WARRANT unto the
Mortgagee, its successors and assigns, the following described Property located inL	akeCount
ndiana, to-wit:	fact of Lat Filture (11)
rank's Addition to Hobart Lot Ten (10), and the South four (4) s per plat thereof recorded in Plat Book 8 page 31, in the Offake Co., Ind.	ice of the Recorder of
ake Co., Ind.	
	ARCE TAKE
1/k/a: 848 Garfield Street, Hobart, IN 46342	No.
	LAKE COUNTY LED FINITATIONS  2 2 42 PH *90  27 "BOB" FRETLAND RECORDER
	LAKE COUNTY LED FACTORD  2 2 42 PH *90  T "BOB" FRITLAND RECORDER
TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the p	•
of-way, driveways, alleys, pavement, curbs and street front privileges, rents, issues, profits, r	oyalties, mineral, oil and gas rights an
profits, water, water rights and water stock appurtenant to the property; and all fixtures, equipmen and building materials of every kind or nature whatsoever now or hereafter located in, on, us	ed or intended to be used in connection
with the Property, including, but not limited to, those for the purpose of supplying or distribu electricity, gas, air, water and light; and all blinds, shades, curtains, curtain rods, mirrors, cab	ting heating, cooling, ventilating, powe
storm windows, doors, storm doors, screens, antennas, trees, shrubs and plants, plumbing ar	d electrical fixtures and communication
systems, all of which, including replacements and additions thereto, shall be deemed to be and loy this instrument whether actually physically annexed to the property or not, and all of the fo	emain a part of the real property covere
nerein referred to as the "Property".	

See Reverse Side for Additional Terms and Conditions

Mortgagor hereby covenants and agrees with Mortgagee as follows:

- 1. WARRANTY OF RIGHT TO MORTGAGE. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.
- 2. TAXES AND CHARGES. Mortgagor shall pay from time to time, when due, and before any penalty attaches, all general and special taxes and assessments, water and sewer charges and taxes, and all other public charges imposed or assessed against the Property or arising in respect to the use, occupancy or possession thereof. Mortgagor shall promptly furnish to Mortgagee, upon request by Mortgagee, all notices, bills and statements received by Mortgagor of amounts so due, and Mortgagor shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same in full under protest or deposits said sum with the Mortgagee as security for payment thereof.
- 3. INSURANCE. Mortgagor shall keep all buildings and improvements now existing or hereafter erected or situated on the Property insured against fire, lightning, windstorm, vandalism, malicous damages, and any such other hazards included with the term "extended coverage", together with such other hazards, liabilitities and contingencies in such amounts and for such periods as Mortgagee may from time to time reasonably require. Mortgagor shall keep all buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises liability insurance with respect to the Property in an amount acceptable to the Mortgagee.

All said insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgagee and in form and substance acceptable to the Mortgagee. Each such policy shall not be cancellable by the insurance compinar without at least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that the Mortgagee is obligated to loan to the Mortgagor pursuant to said Agreement secured bereby. The Mortgagee shall deliver the original of any such policy to the Mortgagor to be held by it. The Mortgagor shall promptly furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy. Mortgager shall delive to Mortgagee any such renewal policy.

In the event of loss, Mortgagor shall give immediate witten notice to the insurance carrier and to Mortgagoe. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this Instrument, whether or not then due with the balance, if any, to Mortgagor. Any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold pursuant to paragraph 12 hereof or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

- 4. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, make any material alterations therein, nor demotish or remove the same, (b) shall not abandon the Property, (c) shall keep the Property including improvements thereon in good condition and repair, (d) shall not mortgage or otherwise encumber nor allow any judgment liens, tax liens or mechanic's liens to be imposed against the Property, (e) shall promptly pay when due any indebtedness which may be secured by any other mortgage, lien or charge on the Property, (f) shall comply with all laws, ordinances, regulations, codes and requirements of any governmental body applicable to the Property, (g) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and delend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee.
- 5. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.
- 6. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform any of the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, then Mortgagee at Mortgagee's option may disburse such sums, may make such appearances and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become an additional indebtedness of Mortgagor secured by this Instrument. Such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Agreement. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the rights of the holder of any lien to discharged, in whole or in part, by the Mortgagee. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder. If Mortgagee makes any payment authorized by this Paragraph 6, including but not limited to, taxes, assessments, charges, liens security interests or insurance premiums. Mortgagee may do so according to any notice, bill, statement or estimate received from the appropriate party without inquiry into the accuracy or validity of such notice, bill, statement or estimate. The payment of any such sums by the Mortgagor shall not be deemed a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Instrument and declare this Instrument in default, and failure to so act shall not be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagor.

7. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

8. CONDEMNATION. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-lact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

In the event of a total or partial taking of the Property, Mortgagor authorizes Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts to payment of the sums secured by this Instrument, whether or not then due, with the balance, if any, to Mortgagor. Any application of the proceeds shall not extend or postpone the due date of the monthly installments or change the amount of such installments referred to in said Agreement. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Mortgagee may require.

- 9. TRANSFERS: Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.
- 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Paragraph 10 hereof, and the rights and privileges of the Mortgagee shall inure to the benefit of its payees, holders, successors and assigns. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights herebunder of taking any actions provided for herein, Mortgagee may act through its employees, agents of independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.
- the Wortgage by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgage is permitted to have or entorce certain provisions in this Instrument then in that event the Mortgage may elect to have those provisions of this instrument enforced in accordance with the laws of the United States. In the event the Mortgage may elect to have those provisions of this instrument enforced in accordance with the laws of the United States. In the event that any provision of this Instrument or the Agreement which can be given effect without the conflicting provisions, and to this end the provisions of this instrument or the Agreement are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Instrument or in the Agreement, whether considered separately or together with other charges levied in connection with this Instrument and the Agreement, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Agreement. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Instrument or evidenced by the Agreement and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Agreement.
- 12. **DEFAULT: ACCELERATION: REMEDIES.** Upon Mortgagor's default of any covenant, warranty, condition or agreement of Mortgagor in this Instrument, including but not limited to, the covenants to pay when due any sums secured by this Instrument, or the default by Mortgagor of any one or more of the events or conditions defined as an Event of Default in the Agreement secured hereby, or in any other obligation secured by this mortgage, Mortgagoe, at http://decaute.com/decaute/files/fil

The Mortgagor shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorneys' fees, incurred by Mortgagee in connection with (A) any proceeding, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgagee may be a party, either as plaintiff, claimant or defendant by reason of this Instrument or any indebtedness secured hereby; (B) preparation of the commencement of a suit for foreclosure of this Instrument after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this mortgage in any proceeding instituted by any other lienholder. All costs, expenses and attorneys' fees when incurred or paid by Mortgagee shall become additional indebtedness secured by this Instrument and which shall be immediately due and payable by Mortgagor with interest at the rate stated in said Agreement.

13. MISCELLANEOUS: (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is distinct and cumulative to all other rights and remedies under this Instrument or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Instrument shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this Instrument the date and year set forth above.
Lister Il Severance Worker Surgance
Lester w. Severance Linda K. Severance
STATE OF INDIANA ) SS:
COUNTY OF Lake
Before me, ALANA INGERSOLL , A Notary Public in and for said County
and State, on this 23rd day of March , A.D., 19 90, personally appeared
Lester W. Severance and Linda K. Severance, Husband and Wife
Document is
personally known to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledged the same to be (his) (their) voluntary act and deed for the uses and purposes therein set forth.  WITNESS My hand and official seal.
This Document is the property of
My commission expires:
Alana ingersoli Notay Public
Resident ofCounty.
Notice of the second of the se
This Instrument prepared by: Lance Bonesteel, An Officer of Bank One, Merrillville, N.A.
ELECTRICAL PROPERTY OF THE PRO
THE WOLANA THE THE THE PARTY OF