Crown Point, Indiana

BANK ONE, MERRILLVILLE, NA

EQUITY MONEY SERVICE ESTATE MORTGAGE

This mortgage evidences that Assilene E. Jong	
After the state of	
(hereinafter referred to jointly and severally as the "Mortgagors") of Lai	ce County, Indiana
MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE NA. a national h	anking association with its main banking office at 1000 E. 90th Bloos

Menrillville, Indiana 46410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in Lake County, Indiana: Lot 13 in Block 12 in Junedale Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 19 page 3, in the Office of the Recorder of Lake County, Indiana.

a/k/a: 4761 Jefferson St., Gary, IN 46408

together with all improvements now or subsequently situated on, or used in connection with the Mortgaged Premises and all rights, privileges, interests, easements and appurtenances belonging or pertaining thereto, all fixtures and appliances now or subsequently attached to or used in connection with the Mortgaged Premises, and the rents, issues, income, uses and profits of the Mortgaged Premises.

This mortgage shall serve as notice to any and allipersons that Mortgagors and BANK ONE have entered into a certain Equity Money Service Agreement dated November 281, 19-90 establishing a line of credit for Mortgagors in the amount of \$ 21,000.00 (the "Equity Money Service Agreement") which may be inspected at the offices of BANK ONE by any interested persons. The terms and provisions of the Equity Money Service Agreement; as the same may be amended from time to time, are incorporated in this mortgage by reference with the same force and effect as though fully set forth herein. The fulfillment and performance of the terms and conditions of the the Equity Money Service Agreement are additionally secured by this mortgage. The Equity Money Service Agreement obligates BANK-ONE to make future advances to Mortgagors under definite conditions.

MORTGAGORS'agree that:

- - Interest on each advance shall accrue from the date made until repayment, at the rates agreed upon in the Equity Money Service Agreement.
- c. All advances shall be evidenced by the Equity Money Service Agreement and shall be payable without relief from valuation or appraisement laws, and with costs of collection to the extent permitted by law. Subject only to Mortgagors billing error rights; the indebtedness secured by this mortgage from time to time shall be determined by BANK ONE's books and records.
- d! The word "advances" as used in this mortgage shall mean loans of money. In the event of any conflicts or inconsistencies between the terms of this mortgage and the terms of the Equity Money Service Agreement, the terms of the Equity Money Service Agreement, the terms of the Equity Money Service Agreement shall control.

- Montgagors jointly and severally coverant and agree with BANK ONE that he property of

 1. Montgagors will pay all indebtedness secured by this montgage when due; as provided in the Equity Money Service Agreement and in this montgage; with attorneys fees, and without relief from valuation on appraisement laws. Order
- 2. The lien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgage described as follows Mortgage from Borrower to First Federal-dated 5/6/86.

 in the amount of \$13,500.00.
- (the "Prior Mortgage"). Mortgagors agree to pay all sums when due and to fully abide by all terms and conditions of the Prior Mortgage.
- 3. Mortgagors will not further encumber nor permit any mechanics for materialmen's liens to attach to the Mortgaged Premises.
- 4. Mortgagors will keep the Mortgaged Premises in good repair, will not commit or permit waste thereon, and will pay all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof when due.
- 5. Mortgagors will obtain from insurance companies acceptable to BANK QNE, and keep in effect adequate insurance against loss or destruction. of the Mortgaged Premises on account of fire, windstorm and other hazards in amounts as required by BANK ONE. The insurance policies shall contain clauses making all sums payable to BANK ONE, the prior Mortgagee, and to the Mortgagors as their respective interests may appear. Mortgagors shall provide BANK ONE with certificates evidencing the required insurance coverage.
- 6. BANK ONE may, at its option, advance and pay all sums necessary to protect and preserve the security given by this mortgage by appropriate debit to the Equity Money Service credit line or otherwise. All sums advanced and path by BANK ONE shall become a part of the indebtedness secured: by this mortgage and shall bear interest from date of payment at the same rate as all other indebtedness evidenced by the Equity Money Service Agreement Such sums may include; but are not limited to, (i) insurance premiums; taxes, assessments, and liens which are or may become prior and senior to this mortgage; (iii) the cost of any title evidence or surveys which in BANK ONE's discretion may be required to establish and preserve the lien of this mortgage; (iii) all costs, expenses and attorneys' fees incorred by BANK ONE with respect to any and all legal or equitable actions which relate to this mortgage or to the Mortgaged Premises deemed necessary or advisable by BANK ONE; and (v) any sums due under the Prior Mortgage.
- 7. BANK ONE shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured by this mortgage and, at its option, may extend the time of payment of any part on all of the indebtedness secured by this mortgage without in any way impairing its lien or releasing. Mortgagors from liability. If any, default shall occur in the payment of any instalment of indebtedness secured by this mortgage, or in the parformance. of any covenant or agreement of Mortgagors under this mortgage or the Equity Money Service Agreement or the terms and conditions of the Prior Mortgage on the Mortgage of the Prior Mortgage or the Equity Money Service Agreement or the terms and conditions of the Prior Mortgage or to the Mortgage of the BANK ONE's option, become immediately due and payable without notice, and this mortgage may be foreclosed accordingly. BANK ONE's waiver of any default shall not operate as a waiver of other defaults. Notice by BANK ONE of its intention to exercise any right or option under this mortgage is hereby expressly waived by Mortgagors; and any one or more of BANK ONE's rights or remedies may be enforced successively or concurrently. Any delay intenforcing any such right or remedy shall not prevent its later enforcement sollong as Mortgagors remain in default. In the event of the foreclosure of this mortgage all abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of BANK ONE.
- 8. If all or any part of the Mortgaged Premises or any interest in the Mortgaged Premises is sold or transferred by Mortgagors by deed; conditionals sales contract or any other means without the prior written consent of BANK ONE, BANK ONE may, at its option, declare all sums secured by this mortgage to be immediately due and payable.

9.	All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives; succe	ssors and	d assigns, and
incur	re to the benefit of BANK ONE, its successors and assigns. In the event this mortgage is executed by only one person, corp	oration, o	r other entity
word	l:"Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly.		

28th

Mortgagor Assilene E. Mortgagor

STATE OF INDIANA

SS:

Lake COUNTY OF.

Before mesa Notary Public in and for said County and State, this personally appeared Assilene E. Long

November day of .

and acknowledged the execution of the foregoing mortgage.

licertify that I am not an officer on director of BANK ONE.

WITNESS'my hand and Notarial Seal: