cess

QUITY MONEY SERVICE: ** IEAL'ESTATE MORTGAGE This mortgage evidences that Dale	BANKEONE,	Memihille, Indiana 46410 • • • • • • • • • • • • • • • • • • •		ecution: 11/30/90	-
This mortgage evidences that Dale					_
nereinafter referred to jointly and severs NORTGAGE and WARRANTito BANK O Jerrillyille, Indiana 46410 (*B. Liake: County, India	NE, MERRILLVILLE, NA; an ANK ONE"), the follo	national banking association (owing described real (with its main banking o estate-(the-"Mor	rtgaged! Premises") in	n:
West 194 11 feet of the hwest 1/4 of Section 5, of Hobart, Lake County, et purposes.	East 776.44 feet Township 35 North Indiana, except	of the North 188 n, Range 7. West of the North 30 fee	31 feet of the the 2nd Print and the West	e Northeast 1/4) c cipal Meridian, t 58 feet taken f	of t in t or
ias. 1401 Lincoln, Hobart, ogether with all improvements now or iterests, easements and appurtenance onnection with the Mortgaged Premise	es belonging or perteining th	hereto, all fixtures and applia	iances now or subsequ	uently attached to or used in	s, in
This mortgage shall serve as notice to greement dated November 30! he "Equity Money Service Agreement") he Equity Money Service Agreement, as proce and effect as though fully set fort	o any and all persons that M 19.90 establishing a li which may be inspected at the the same may be amended fi th herein. The fulfillment and	Mortgagors and BANK ONE line of cradit for Mortgagors the offices of BANK ONE by a from time to time, are incorp nd performance of the terms	E have entered into a ce is in the amount of S any interested persons, porated in this mortgage is and conditions of the	certain Foulty Money Service 25,7000 00 s. The terms and provisions of ge by reference with the same the the Equity Money Service	of ne
greement are additionally secured by l flortgagors under definite conditions. 'MORTGAGORS agree that:	this mortgage. The Equity N	Möney Service Agreement o	obligates BANK ONE	to make future advances to	to.
This mortgage is given to secure thow, or in the future, beginning with the d					
(b. 4) ntërëst on each advance shall acc dc. All advances shall be evidenced by the and with costs of collection to the extent from time to time shall be determined by	he Equity Money Service Agr permitted by lew! Subject onl	reement and shall be payable nly to Mortgagors: billing error	e without relief from val	luation or appraisement laws	/B,
rom time to time shall be determined by d. The word "advances" as used in thii his mortgage and the terms of the Equi Mortgagors jointly and severally coven	s mortgsge shall mëan loans ity!Money Service Agreemer	s of money/in the event of any int, the terms of the Equity N	y conflicts or inconsist Money Service Agreen	encies between the terms c nent shall control.	
1. Mortgagors will pay all indebtedne	ess secured by this mortga	age when due, as provided in			- ≥
2: The lien of this mortgage is prior, or tgage described as follows. Mortgage the amount of \$31,000.00	age from Borrower	Sisto Cital Zensulte	leral Savings	dated 16/28/79:	Point =
he "Prior Mortgage"), Mortgagors agre 3. Mortgagors will not further encur	nder her parmit any mechan	nics'/or materialmen's ligns t	to attack to the Morta	geged Premises.	Indiana
4. Mortgegors will keep the Mortgegovied or assessed egainst the Mortgegovies will obtain from insura					
, 5. Mortgagors Will obtain From Insura f the Mortgaged Premises on account ontain clauses making all sums payable fortgagors shall provide BANK ONEwil	offire, windstörm and othe etto BANK ONE, the prior N	er hazards in amounts as re Mortosgee, and to the Mort	equired by BANK'ONE. rtgagors:as;their/respe	. The insurance policies shall	811 ·
6. JBANK ONE may, at its option, adva	ance and pay all sums necess line or otherwise: All sums ad	sary to protect and preserve dvanced and paid by BANK OI	e <mark>the security giv</mark> en by t DNE shall become a part	t of the indebtedness secure	ed ·
y this mortgage and shall bear interest greement. Such sums may include, but enfor to this mortgage; (ii) the cost of an	are not limited to, (i) insurand y title evidence or surveys wh	nce premiums, toxes, assess which in BANK ONE's discretion	sments; and liens which ion may be required to e	h are or may become prior an establish and preserve the lie	nd! en
f this mortgage; (iii) all costs, exp <mark>enses a o this mortgage or to the Mortgaged Pre ind (v) any sums due under the Prior, Mo</mark>	and attorneys' fees incurred emises; (iv) the cost of any rep	dby BANK ONE with respect	t to any and all legal or e	equitable actions which relat	ite
7. BANK ONE shall be subrogated to lextendithe time of payment of any loan	the rights of the holder of co	s secured by this mortgage	a without in any way!in	impairing its lienfor releasin	na
Mörtgagörs from liability) il env delsuit si if any covenant or agreement of Mortga Mortgage, or if Mortgagors abandon the	hall occur in the payment of a	eny instalment of indebtedne or the Equity Money Service A	ess secured by this mor Agreement on the term	ortgage, or in the performanc ms and conditions of the Prio	ce;
nortgage, or ir Mortgaged Premises, the inv part of the Mortgaged Premises, the BANK ONE's option? become immediatel inv default shall not operate as a walver.	en and in any such event: to t	the extent permitted by law.	i all indebtedness secur	ired by this mortgage shall, a	ät:
iny default afiall not operate as a walvan lereby expressly walved by Mortgagors, lelby in enforcing any such right or rem	and any one or more of BAN	NK DNE's rights or remedies	s may be enforced succ	cessively or concurrently. An	ny.
oreclosure of this mortgage all abstract ANK ONE:	ts of title and all title insuran	nce policies for the Mortgag	ged Premises shall beco	come the absolute property o	of.
Bl Ifall or any part of the Mortgaged P ales contract or any other means witho nortgage to be immediately due and pay	out the prior written consent	e Mortgaged Premises is so t of BANK ONE, BANK ONE	ld on transferred by Mo a may, at its option, der	intgegors by deed; conditions	al iis
9) All rights and obligations of Mortgo neure to the benefit of BANK ONE, its su	agors shall extend to and be accessors and assigns. In the	e event this mortgage is exec	cuted by only one person	in, corporation, or other entity	<u>nd</u> ty;
vord (Mortgagors, shall mean "Mortgag	jori," aind the terms and prov	visions of this mortgage sha	all be construed accord	dingly: O	
Mortgagor Dale A. Regnie	er grun	Mortgagor	Jo-An C., Regi		
STATE OF INDIANA	SS:	•		i gi	<u>.</u>
COUNTY OF Before me, a Notary Public in and for selversonally appeared Dale A: Rec		30th number, husbar	eding Novembe	<u> </u>	
and acknowledged the execution of the f		<u> </u>	D	100m	
I certify that Ilam not an officer or dire	Notice of RANK ONE.		17	A CHARLEST NEW YORK THE STATE OF THE STATE O	

My,Commission Expires:

My County of Residence is:

This instrument was prepared by Michael Smith: An Officer of Bank One, Merrillville, N.A.

FORM 5132-033