ILLVILLE, 1000 E 80TH PLACE MERRILLVILLE, IN 91009267 46410 BANKEONE BANK ONE MERRILLVILLE MITT: KIM CHESTER LOAN PROCESSING Memilyile, Indiana 48410 EQUITY MONEY SERVICE REAL ESTATE MORTGAGE **Date of Execution:** Frank V. Peters and Juanita Peters, husband and wife This mortgage evidences that .. 5051 W. 87th Place. Crown Point, Indiana <u>Lake</u> . County, <u>Indiana</u> (hereinafter referred to jointly and severally as the "Mortgagors") of . MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA, a national banking association with its main banking office at 1000 E. 80th Place, Merrillville, Indiana 46410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in Lake _____County, _Indiana __: Lot 514 in Pine Island Ridge - Unit 11, in the Town of Schererville, as per plat thereof, recorded in Plat Book 46 page 24, and as corrected by certificate recorded April 13, 1978 as Document No. 462704, in the Office of the Recorder of Lake County, Indiana, a/k/a: 5051 W. 87th Place, Crown Point, Indiana.

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 all persons that Mortgagors and BANK ONE have entered into a certain Equity Money Service Agreement deted February 15, 19 91 establishing a line of credit for Mortgagors in the amount of \$ 15,000.00 (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 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: a. This mortgage is given to secure the payment of all indebtedness evidenced by or incurred pursuant to the Equity Money Service Agreement now or in the future, beginning with the date of this mortgage and ending with the close of business on <u>February 15...2011</u>, 19....... 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 appraisament 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 shall control. Mortgagors jointly and severally covenant and agree with BANK ONE that: 1. Mortgagors will pay all indebtedness secured by this mortgage when due, as provided in the Equity Money Service Agreement and in this mortgage, with attorneys' fees, and without relief from valuation or appreciament laws.

2. The lien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgaged Premises, except that certain mortgage described as follows:

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1. The lien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgaged Premises, except that the lien is a lien with the li (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 not permit any mechanics or materialments lieus to stractic the Mortgaged Premises. 4. Mortgagors will keep the Mortgaged Premises in good rapeir, will not commit ar permit weste 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 ONE, and keep in effect adequate insurance against loss or destruction of the Mortgaged Premises on account of fire, windstorm and other hezards in amounts as required by BANK ONE. The insurance policies shall contain clauses making all sums payable to BANK ONE, the prior Mortgages, 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 paid 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 incurred by BANK ONE's discretion may be required to establish and preserve the lien of this mortgage or to the Mortgaged Premises deemed necessary or advisable by BANK ONE; and (v) any sums due under the Prior Mortgage. and (v) any sums due under the Prior Mortgage. 7. BANK ONE shall be subrogated to the rights of the holder of each lism or sider; said with moneys secured by this mortgage and, at its option, may extend the time of payment of any part or 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 installment of indebtedness secured by this mortgage, or in the performance of any covenant or agreement of Mortgagors under this mortgage or the Equity Morey Service Agreement or the terms and conditions of the Prior Mortgage, or if Mortgagors abendon the Mortgaged Premises, or are adjudged bankelpt, or if a trustee or receiver is appointed for Mortgagors or for any part of the Mortgaged Premises, then and in any such event, to the extent permitted by law, all indebtedness secured by this mortgage shall, at 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 SANK ONE's rights or remedies may be enforced successively or concurrently. Any 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 in enforcing any such right or remedy shall not prevent its later enforcement so long 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 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, conditional sales contract or any other means without the prior written consent of BANK ONE, BANK ONE may, at its option, declars all sums secured by this mortgage to be immediately due and payable. All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives, successors and assigns, and incure to the benefit of BANK ONE, its successors and assigns. In the event this mortgage is executed by only one person, corporation, or hither entity, + TROUGH word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly. Peters S Mortgagor ķ STATE OF INDIANA č SS: Lake COUNTY OF 19.91 15th February

Before me, a Notary Public in and for said County and State, this 15th personally appeared Frank V. Peters and Juanita Peters. day of husband and acknowledged the execution of the foregoing mortgage.

I certify that I am not an officer or director of BANK ONE.

WITNESS my hand and Notarial Seal.

Signature: Printed Name:

Notary Public

My Comm

dence is: My County

This instrumen

was prepared by Michael Smith, An Officer of Bank One, Merrillville, NA

FORM 5132-033

books.