| 7           | 91015                   | 124 |
|-------------|-------------------------|-----|
| EQUITY MONI | EY SERVICE<br>MODIFIAGE | •   |

|   |  | - Control of the Cont | 1   | The Contract of the Contract o | All the state of t | The state of the s | <u> </u>  | ······································ | <del>, 1</del>                    |                                  | -DANK                              | ONE,   | MERR.                        | HILVER                | 1-17-01.    |
|---|--|--|---|--|--|--|---|--|-----------------------------------|----------------------------------|------------------------------------|--|------------------------------|-----------------------|-------------|
| 9   | g  | 1015   | 124   |  | _  | •  | •   |  |                                   |                                  | 1000<br>MERRI                      |  |                              | ACE<br>IN 464         | 10          |
| EQUITY M  | ONEY S   | ERVICE   | •   | BAN  | IKĒONI   | E BAN<br>Merr  | X ONE, MERRILLVI<br>Hville, Indiana 4641  | KLE, NA<br>O                           | ATT:                              | KIM (                            | CHESTE<br>f Executi                | R LOA  | n Pri                        | PCESŠÍN<br>1991       | Ĝ           |
| This mort   | gage evid  | ences that   | Thoma   | ıs B.  | Wilson a   | and Elle   | en F. Wil   |  |                                   |                                  |                                    |  |                              |                       |             |
|   | <del></del>  |  |   |  | <u> </u>   |  | <del></del>   |  |                                   |                                  |                                    |  |                              |                       |             |
| MORTGAGE  | E and WA   | RRANT to   | BANK OI   | VÉ, MER  | e "Mortgagor<br> RILLVILLE, N<br>NE"), the<br>.:   | A. a nationa   | Lake<br>I banking asso<br>described   | cation v                               | vith its m                        | County,<br>nain ban<br>(the      | kina offici                        | iana<br>eat 100<br>eged P                      | O E. BO                      | th Place,<br>es") in  |             |
| SEE ATT   | rached   | EXHIBI   | T "A"   | FOR (  | COMPLETE   | LEGAL I  | )ESCRIPTI   | ON                                     |                                   |                                  |                                    | ROBER  |                              | 21414 of              |             |
| interests, e  | asement  | s and appur  | tenance   | s belongi  | ing or pertain   | ing thereto  | d in connection<br>, all fixtures aruses and<br>ses and profit                      | nd applia                              | nces nov                          | w or sut                         | sequent                            |  |                              |                       |             |
| (the "Equity<br>the Equity N<br>force and el<br>Agreement<br>Mortgagors | Money Se<br>Joney Ser<br>Ifect as t<br>are addit<br>under de | ervice Agre<br>rvice Agreer<br>though fully<br>tionally sect<br>efinite condi  | ement") v<br>ment, as i<br>set forti<br>ured by t | vhich ma<br>:he same<br>1 herein.  | iy be inspecte<br>a may be amei<br>. The fulfillme   | dat the offi<br>nded from ti<br>nt and perf  | credit for Mor<br>ces of BANK C<br>me to time, are<br>ormance of th<br>Service Agre | DNE by ar<br>e incorpo<br>ne terms     | ny intere<br>prated in<br>and cor | sted per<br>this mor<br>aditions | rsons.Th<br>rtgage by<br>of the ti | e term <b>s</b><br>refere <b>n</b><br>ne Equit | end peo<br>će with<br>L Mode | the same Service      | j.          |
| MORTGA  |  |  |   |  |  |  |   |  |                                   |                                  |                                    |  |                              |                       |             |
| a This n<br>now or in th  | nortgage<br><b>e future,</b> l                               | is given to s<br>beginning w   | secure th<br>o <b>th the d</b>                    | e payme<br>ate of th   | ent of all indeb<br>is mortgage (  | itedness ev<br>and ending i  | idenced by or i<br>with the close   | incurred<br>of busine                  | pursuan<br>ess on                 | March                            | Ediff N                            | 2001 <sup>Se</sup>                             | rvice A                      | greement<br>3         | 펒           |
|   |  |  |   |  |  |  | yment, at the I   |  |                                   |                                  |                                    |  |                              |                       | ٤           |
| and with cos  | sts of colle   | ection to the  | extent p  | ermitte  | Money Servi<br>d by law. Subje<br>INE's books a  | ect only to M  | nt and shall be<br>lortgagors' bill   | payable<br>ing error                   | without<br>rights, t              | relief fro<br>he indeb           | m valuat<br>tedness                | ion oit ap<br>secured                          | praisen<br>by this (         | nentlaws,<br>mortgaga | Crown Point |
| this mortga   | ige and th   | e terms of   | the Equit   | y Money  | Service Agn  | eement, the  | ney. In the eve<br>terms of the   | nt of any<br>Equity M                  | conflict<br>Ioney Se              | s or inco<br>rvice A             | nsistend<br>greemeni               | ies betw<br>shall co                           | reen the<br>ontrol.          | terms of-             | g F         |
|   |  |  | * *   |  | agree with B/  |  |   |  |                                   |                                  |                                    |  |                              |                       | <b>5</b> §  |
| mortgage, v   | vith attor   | neys' fees,  | and witho   | ut relief  | from valuation   | on or apprai   | en due, as pro<br>sement laws.  | 6                                      |                                   |                                  |                                    | -  |                              |                       |             |
| mortgage de <u>and: re</u>  | escribed   | as follows:<br>1-Octob   | From  | 1983   | were to  | Hobert   | d encumbranc<br>Federal   | Sauth                                  | 18-K-1                            | Loan                             | dated.                             | Octo   | ier 2                        | t certain<br>1:, 1987 |             |
| (the "Prior N   | Mortgagé   | "). Mortgag  | ors agre  | co pay   | all sums when  | n due and to   | fully abide by  | all terms                              | s and co                          | nditions                         | of the Pr                          | rior Mor                                       | tgage.                       |                       |             |
| 4. Mort   | gagors w   | ill keep the 1   | Mortgage  | d Prefini  | ses in gabbase   | oala will not  | eemmit or pe  | _                                      |                                   |                                  |                                    |  |                              | ssments.              |             |
| levied or ass   | sessed ag  | gainst the N   | Mortgage  | d Premis   | ses or any par   | rt thereof w   | hen due.<br>IK ONE. and ke  |  |                                   |                                  |                                    |  |                              | •                     |             |

Mortgagors under definite conditions. MORTGAGORS agree that:

Mortgagors will obtain from insurance companies accep 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 Mortgagae, 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, taxas, assessments, and liens which are or may become prior and senior to this mortgage; (ii) 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 with respect to any and all legal or equitable actions which relate to this mortgage or to the Mortgaged Premises; (iv) the cost of any repeirs 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 actilient celtopald with moneys secured by this mortgage and, at its option, may extend the time of payment of any part or all of the indebtences, 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 indebtencess 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 Mortgagors abandon the Mortgaged Premises, or ore adjudged bankrupt, 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 acter the performance of the Mortgagors or for 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 payment of the Mortgagors and any one or more of BANK 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 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, conditional 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.

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 other entity, word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly.

Mortgagor Thomas B. Wilson

<u>Wilson and Ellen</u>

Ellen F.

day of

Before me, a Notary Public in and for said County and State, this personally appeared. Thomas B. Wilson and Ellen and acknowledged the execution of the foregoing mortgage. I certify that I am not an officer or director of BANK ONE.

Signature: Printed Name

March

My Commission Expires:

STATE OF INDIANA

My County of Residence is:

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

FORM 5132-033

19

Part of the Northeast 1/4 of Section 21, Township 35 North, Range 7 West of the 2nd P.M., described as commencing on the South side of the Joliet Road at the Northwest corner of the Charles Wood lot which was conveyed to him May 20, 1850 by deed recorded in Deed Record "D" page 509, said Northwest corner also described on the survey of John Fisher made June 25, 1895 as being a point South 48 degrees 5 minutes West 1361.6 feet from the Northeast corner of said Section and running thence Easterly along the South side of said Joliet Road 264 feet, more or less, to a point which is 22 rods 16 links, Westerly along said road from the head gates of the race of the mill in said Northeast Quarter, thence South 26 degrees 45 minutes East, 660 feet, more or less, to the point of ordinary high water of the mill pond; thence Westerly along the edge of said mill pond to a point which is South 20 degrees 45 minutes East 742.5 feet, more or less, from the place of beginning; thence North 20 degrees 45 minutes West 742.5 feet, more or less, to the place of beginning, except the Easterly 82 feet thereof, by parallel lines, in Lake County, Indiana.

a/k/a: 9311 01d Lincoln Highway, Olobart, Indiana \$4634

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