BANK ONE, MERRILLVILLE, NA 1000 E 80TH PLACE MERRILLVILLE, IN 46410 BANK ONE, MERRILLVILLE, NA ATT: KIM CHESTER LOAN PROCESSING Metriiville, Indiana 46410 **EQUITY MONEY SERVICE REAL ESTATE MORTGAGE** 3-20-1991 Date of Execution:\_\_ Gary C. Centers and Kay Es Centers, husband and wife 4053 Grover Avenue, Hammond, Indiana (hereinafter referred to jointly and severally as the "Mortgagors") of <u>LAKE</u> County, <u>INDIANA</u>

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 37, except the North 24 feet thereof, and all of Lot 38 in Block 4 in Parkside Addition to Hammond, as per plat thereof, recorded in Plat Book 16 page 25, in the Office of the Recorder of Lake County, Indiana.

a/k/a: 4053 Grover Avenue, Hammond, Indiana 46327
together with all improvements now or subsequently situated on, or used in connection with the Mortgaged Premises and all rights, privileges, interests agreements and appurtenances belonging or participate thereto all futures and applicates and appurtenances belonging or participate thereto all futures and applicates and appurtenances belonging or participate thereto all futures and applicates and appurtenances belonging or participate thereto all futures and applicates and appurtenances belonging or participate thereto all futures and applicates and applications. interests, essements 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 dated March 20, 19 91 establishing a line of credit for Mortgagors in the amount of \$ 10,000.00 (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: a. This mortgage is given to secure the payment of all indebtedness evidenced by or incurred pursuant to the Equity Monow or in the future, beginning with the date of this mortgage and ending with the close of business on \_March\_20\_\_\_28 b. Interest on each advance shall accrue from the date made until repayment, at the rates agreed upon in the Equity Appey Service Appendix All advances shall be evidenced by the Equity Money Service Agreement and shall be payable without relief from valuation or appearance. and with costs of collection to the extent permitted by law. Subject only to Mortgagors' billing error rights, the indebtednes decured by this managed 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 seems 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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7. BANK ONE shall be subrogated to the rights of the holder of each lieu or claim paid 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 lieu or releasing Mortgagors from liebility. If any default shall occur in the payment of any instalment of indebtedness secured by this mortgage, or in the performance 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, or if Mortgagors abandon the Mortgaged Premises or are adjudged bankrott, 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 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 into as Mortgagors remain in default. In the event of the 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. 9. 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 essigns. 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

March

STATE OF INDIANA

SS:

Before me, a Notary Public in and for said County and State, this

20th personally appeared Gary C. Centers and Kay E.

husband

19:9

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: \_ Dawn

lotary.Public

My Commission Expires:

January 23, 1994

My County of Residence is:

Lake

This instrument was prepared by

Michael Smith, An Officer of Bank One, Merrillville, NA

FORM 5132-033

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