BANK ONE, MERRILLVILLE, IN MARTAWARE, Indana 46410 91016447 BANKĒONE real estate mortgage Date of Execution:__ 3-29-1991 Billy D. Chronister and Jady K. Chronister, husband and wife This mortgage evidences that _ 7520 Alexander Avenue, Hammond, Indiana thereinafter 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 46.410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in
<u>Lake</u> <u>County</u>, <u>Indiana</u> _ County, Lot 27, except the North 7 feet thereof, and the North 17.5 feet of Lot 26 in Block 7 in Roxanna First Addition to Hammond, as per plat thereof, recorded in Plat Book 20 page 24, in the Office of the Recorder of Lake County, Indiana, a/k/a: 7520 Alexander Ave. Hammond, 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. Mortgagors under delinite conditions. MORTGAGORS agree that. b. Interest on each advance shall accrue from the date made until repayment, at the rates agreed upon in the Equity Money Service Agreement. All advances shall be evidenced by the Equity Money Service Agreement and shall be payable without relief from valuation or appraisement laws, it is costs of collection to the extent permitted by law. Subject only to Mortgagors' billing error rights, the indebtedness secured by this mortgage time to time shall be determined by BANK ONE's books and records. 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. THILE d. The word "advances" as used in this mortgage shall mean loans of money. In the event of any conflicts or inconsistencies between the tribis 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, with attorneys' fees, and without relief from value INSURANCE when due, as provided in the Equity Money Service Agreement and in thi 2. The lien of this mortgage is prior and superior to all other liens and encurprences against the Mortgaged Premises, except that certain mortgage described as follows:

From Borrowers to U.S. Dept. Housing & Urban Deve Lopment dated

May 17. 1977 in the original amount of \$27,200 to A.

(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 encurpation performance in the conditions of the Prior Mortgage Premises. 4. Mortgagors will keep the Mortgaged Pramises in good repeir, will not commit or parmit was te thereon, and will pay all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof when due. Mortgagors will obtain from insurance companies acceptable to BANK ONE, and keep in effect adequate insurance against loss of 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 Mortgages, and to the Mortgagers as their respective interests may appear. Mortgagers 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 the 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 data of payment at the same rate as all other indebtedness evidenced by the Equity Modey Bervice Agreement. Such sums may include, but are not limited to, (i) insurance premiums, taxes, assessments, and then which after my become arior 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 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. and (v) any sums due under the Prior Mortgage.

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 and, at its option, may extend the time of payment of any part or all of the 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 Mortgagors under this mortgage or the Equity Money Service Agreement or the terms and conditions of the Prior Mortgagors or if Mortgagors abandon the Mortgagors or for any part of the Mortgagor Premises, then and in any such event, to the extent permitted by law, at 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 defaults hall not operate as a waiver of other defaults. Notice by Anth. ONE's rights or remedy's 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 Mortgagors shall become the absolute property of BANK ONE.

BANK ONE.

8. If all or any part of the Mortgaged Premises or any interest in the Mortgaged Premise, 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, richard 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.

our K. Chronister Billy D. Chronister Judy Mortgago

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SS: <u>Lake</u> COUNTY OF Before me, a Notary Public in and for said County and State, this 29th personally appeared Billy D. Chronister and Judy K. Chronister. March husband and wife

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.

Printed Name:

Notary Public

My Commission Expires My County of Residence

This instrument was prepared by

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

FORM 5132-033