EQUITY MONEY SERVICE REAL ESTATE MORTGAGE

1000 E 80TH PLACE
MERRILLVILLE, NA
BANK ONE MERRILLVILLE, NATT: KIM CHESTER LOAN PROCESSING

Date of Execution:.. <u>4-25-1991</u> Ronald D. Johnson and Carol E. Johnson, husband and wife This mortgage evidences that $oldsymbol{ol{ol{ol}}}}}}}}}}}}}}$ 12031 W. 93rd Avenue, St. John, Indiana 46373 (hereinafter referred to jointly and severally as the "Mortgagors") of Lake County, Indiana MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA, a national banking association with its main banking office at 1000 E. Both Place, Merrillville, Indiana 46410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in County,__Indiana The North 200 feet of the West 124 feet of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of St. John, Lake County, Indiana, a/k/a: 12031 W. 93rd Avenue, St. John, 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 greement dated __April 25, __19_91 __ establishing a line of credit for Mortgagors in the amount of \$ _25,000.00 Agreement dated April 25, 19 91 establishing a line of credit for Mortgagors in the amount of \$ 25,000.00 (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: now or in the future, beginning with the date of this mortgage and ending with the close of business on ... 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, 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: ided in the Equity Money Service Agreement and in this 1. Mortgagors will pay all indebtedness secured by mortgage, with attorneys' fees, and without relief from valuation or appraisement law 2. The lien of this mortgage is prior and superior to a mortgage described as follows: from Borrowers November 3, 1970 in the original t the Mortgaged Premises, except that certain as and Loan Association dened (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 nor permit any mechanics' or materialmen's items to attach to the Mortgaged Premises. Mortgagors will not further encumber nor permit any mechanics' or materialmen's liens to attach to the Mortgaged Premises.
 Mortgagors will keep the Mortgaged Premises in good repair will not controlled the mortgaged Premises 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 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 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, texes, 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 repairs to the Mortgaged Premises deemed necessary or advisable by BANK ONE; and (v) any sums due under the Rrior Mortgage. 7. BANK ONE shall be subrogated to the rights of the holder of each lien or claim poid 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 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 bankropt, 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 perpitted by law, all indebtedness secured by this mortgage shall, at BANK ONE's option, become immediately due and payable without notice by BANK ONE intention to exercise any right or option under this mortgage is parely expressly weighted by Mortgagors, and any one or page 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 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 assigns. In the event this mort jage 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. Royald D. Johnson Johnsou Mortgagor Moftgagor STATE OF INDIANA COUNTY OF: " ake 19-91 Before me, a Notary Public in and for said County and State, this personally appeared Ronald D. Johnson and Car Aprilday of Johnson and Carol E. Johnson, husband and acknowledged the execution of the foregoing mortgage. ڌر، certify that I am not an officer or director of BANK ONE WITNESS my hand and Notarial Seal. Notary Publ My Commission Expires: 12-14-1991 My County of Residence is:

Michael Smith, An Officer of Bank One, Merrillville, NA FORM 5132-033

Lake

This instrument was prepared by