TICOR TITLE INSURANCE

FORM 5132-033

Date of Execution: 4-27-1991	•,
Marrillyille IN 4641	0
ATTN: Loan Proc. S. De	Iph

This mortgage evidences that .				A. Russell. fith, Indiar		nd wife	
(hereinafter referred to jointly and	severally as the "N	fortgagors") o	of La	ke	_ County	Indiana	*
MORTGAGE and WARRANT to B Merrillville, Indiana 4641 Lake County, I	ANK ONE, MERRIL O_("BANK ONE	LVILLE, NA, a	national banking	association with it ibed real esta	s main banking te (the "Mo	office at 1000 E. & rtgaged Prem	30th Place, ises") in
Lot 40 in Lohman M Book 29 page 103, a/k/a: 1642 N. In	•	e of the	Recorder	of Lake Cour			n Plat
together with all improvements r interests, easements and appurt connection with the Mortgaged P	enances belonging (remises, and the re	or pertaining (nts, issues, in	thereto, all fixtu come, uses and	res and appliances profits of the Mort	now or subseq gaged Premise	uently attached to s.	or used in
This mortgage shall serve as no Agreement dated April 27	otice to any and all	persons that establishing a	Mortgagors and line of credit fo	I BANK ONE have r Mortgagors in th	entered into a e e amount of S	cectain Equity Mor	ney Service
(the "Equity Money Service Agree the Equity Money Service Agreem force and effect as though fully s Agreement are additionally secun Mortgagors under definite conditionally MORTGAGORS agree that:	ment") which may be sent, as the same ma set forth herein. Th red by this mortgag	e inspected at ay be amended e fulfillment a	the offices of BA I from time to tin nd performance	NK ONE by any int ne, are incorporate of the terms and	erested person d in this mortga conditions of t	s. The terms and p ge by reference wil he the Equity Moi	th the same ney Service
a. This mortgage is given to se now or in the future, beginning wit							
b. Interest on each advance of c. All advances shall be evidend and with costs of collection to the from time to time shall be determ	ed by the Equity Mo extent permitted by	ney Service A Isw. Subject o	greement and si nly to Mortgago	all be payable with	out relief from v	eluation or apprais	ementlaws, smortgage
 d. The word "advances" as use this mortgage and the terms of t Mortgagors jointly and severall 	he Equity Money Se y covenant and agre	rvice Agreem se with BANK	ent, the terms on the contract of the contract	f the Equity Money	Service Agree	ment shall control	. <u> </u>
1. Mortgagors will pay all indemortgage, with attorneys' fees, a	nd without relief fro	mrvaluation of	r appraisement	aws.	19		ř
2. The lien of this mortgage is mortgage described as follows: October 27, 1986 f	n the order	al amoun	to or 535 a	00.00			
(the "Prior Mortgage"). Mortgago	rs agree to p <mark>ay all</mark> s	sums when du	e and to fully ab	de by all terms and).
3. Mortgagors will not further 4. Mortgagors will keep the Melvied or assessed against the Mel	fortgaged Premises	in good repair	will not commit	or permit waste th	nereon, and will	payed Fremises. pay all taxes and as	sessments
5. Mortgagors will obtain from	ninsurance compan	ies acceptable	e to BANK ONE, her hazards in a	and keep in effect a	d by BANK ON	E. The insurance p	olicies shall
contain clauses making all sums Mortgagors shall provide BANK (6. BANK ONE may, at its optic	DNE with certificate	es evidencing (the required ins	Jrance coverage.			
debit to the Equity Money Service by this mortgage and shall bear in	credit line or otherv	vise. All sums a if payment at	advanced and pa the same rate a	d by BANK ONE sh s all other indebted	all become a pa Iness evidence	rt of the indebtedn d by the Equity Mo	ess secured ney Service
Agreement, Such sums may inclu senior to this mortgage: (ii) the co-	de, but are not limit st of any title evidenc	ed to, (i) insura se or surveys (ince premiums, I which in BANK C	axes, assessment NE's discretion ma	s, and liens which v be required to	h are or may beco establish and pres	ne prior and erve the lien
of this mortgage; (iii) all costs, exp to this mortgage or to the Mortga and (v) any sums due under the P	enses and attorney ged Premises; (iv) th	s' fees incurre	ed by BANK ONE	with respect to an	v and all legal or	equitable actions	which relate.
7. BANK ONE shall be subroge extend the time of payment of a Mortgagors from liability. If any do of any covenant or agreement of	eny part or all of the	e indebtedne: he navment o	se secured by a	his mortgage with of indebtedness se	out in any way cured by this m	impairing its lien ortugue or in the c	or releasing; erformance
Mortgage, or if Murtgagors aband any part of the Mortgaged Premi- BANK ONE's option, become imm	don the Mortg aged f ses, then and in an v	Premises, or a such event, to	re adjudged bank the extent per	rupt, or if a trustee nitted by law, all ind	lor receiver is a debtedness sec	ppointed for Mortg ured by this mortg	jagors or for, jage shall, at
any default shall not operate as a hereby expressly waived by Mort	waiver of other defe	ults. Notice b	ORANKANE OF	ts intention to exer	cise anv right o	roption under this	rnortaeae is 🐫
delay in enforcing any such right foreclosure of this mortgage all a BANK ONE.	or remedy shall no	corevent its	later enforceme	nt so long as Mor	tasaors remsin	in default. In the	event of the
B. If all or any part of the Mort, sales contract or any other mear mortgage to be immediately due	is without the prior	ny interest in i written conse	the Mortgaged F ent of BANK ON	remises is sold or t E, BANK ONE may,	ransferred by N at its option, d	Nortgagors by deed eclare all sums sed	l, conditional cured by this
9. All rights and obligations of incure to the benefit of BANK ONI word "Mortgagors" shall mean "N	Mortgagors shall a	d assionsøin til	he event this mo	rtgage is executed l	by only one pers	on corp <u>ora</u> tion, or	essigns, and other entity,
- Am	House	W/		_	Sugue	1. Tool	<u> </u>
Mortgagor David A	. Russell	,		Mortgagor	Margie A.	දී ල	
COUNTY OF Lake	SS	;				ອ ກາ	
Before me, a Notary Public in and personally appeared	for said County an A. Russell	d State, this . and Marg	27th ie A. Rus	day sell, husbar	of <u>Apri</u> d and wif		19 <u>91</u>
and acknowledged the execution	· - · · · · · · · · · · · · · · · · · ·				3 4		
I certify that I am not an office WITNESS my hand and Notari		NK ONE.		Signature:	Ost Of	aulin	
				Printed Name:	ATHA	VIIN	Notary Public
My Commission Expires: 2	18191	9) 				
My County of Residence is:	ske		· 		They are	A CONTRACTOR OF THE STATE OF TH	1.00
This instrument was prepared by Michael Smith, An	0554	Danie Ono	Mowell 1 1 mg	، ۱۱م ۱۸۵			V