This instrument was prepared by

FORM 5132-033

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

BANKEONE

OTH PLACE MERRILLVILLE, IN 46410 KIM CHESTER LOAN PROCESSING BANK ONE, MERRILLVILLE, NA ATT: Merriliville, Indiana 46410

EQUITY MONEY SERVICE REAL ESTATE MORTGAGE Date of Execution:___ Andrew B. Polk, Jr. This mortgage evidences that _ 2341 Taft Street, Gary, Indiana 46404 (hereinsfter 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. 80th Place,
Merrillville, Indiana 46410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in
Lake County, Indiana Indiana Lots 45 and 46 in Block 2 in Hilltop Small Farms, in the City of Gary, as per plat thereof, recorded in Plat Book 26 page 86, in the Office of the Recorder of Lake County, Indiana, 2341 Taft Street, Gary, Indiana. together with all improvements now or subsequently situated on, or used in connection with the Mortgaged Premises and all rights, privileges, 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. 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: 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 the ferrite Manay Service Agreement shall control. this mortgage and the terms of the Equity Money Service Agreement, the terms of the Equity Money Service Agreement shall control. Mortgagors jointly and severelly covenent and agree with BANK ONE that: 1. Mortgegors will pay ell indebtedness secured by this mortgege when due, as provided in the Equity Money Service Agreement and in this mortgege, with attorneys! fees, and without relief from valuation or epiralsement laws:

2. The lien of this mortgege is prior and superior to all other liens and encumbrances against the Mortgeged Premises, except that certains ibrances against the Mortgaged Premises, except that certain mortgage described as follows: (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 hor parmit any machanics' or material many lines to extach to the Mortgaged Premises. mmit or permit waste thereon, and will pay all taxes and assessments 4. Mortgagors will keep the Mortgaged Premises in good repair will not levied or assessed against the Mortgaged Premises or any part, thereof will 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 Mortgagers as their respective interests may appear. "Mortgagers shall provide BANK ONE with certificates evidencing the required insurance coverage: BANK ONE may, at its option, advance and pay all sums necessary to protect and preserve the security given by this mortgage by appropriate: b. HANK UNE 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 been interest from date of payment at the same rate as all other indebtedness evidenced by the Equity Money Service-Agraement. Such sums may include, but are not limited to, (i) insurance premiums, taxes, assessments, and liens which are or may become prior 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 liens 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 the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Bank ONE; and the Mortgaged Premises deemed necessary or advisable by BANK ONE; and the Bank ONE; and the Bank ONE; and the Bank ONE; and the 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 lien 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 lian or releasing Mortgagors from liability. If any default shall occur in the payment of any installment 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 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 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 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. BANK ONE. 8. If all or any part of the Mortgaged Premises or any interest in the Mortgaged Premises is sold or transferred by Mortgages by seed, conditional sales contract or any other means without the prior written consent of BANK ONE, BANK ONE may, at its option, declare all gums 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 9. All rights and obligations of Mortgagors shall extend to and be bilding upon their sevent him s, representations of Mortgagors and essigns. In the event this mortgage is executed by only one person, compration, worther entry, word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly. -Andrew-B.-Polk Mortgagor -Mortgegor-**ISTATE OF INDIANA** Lake COUNTY OF May Before me, a Notary Public in and for said County and State, this nersonally appeared Andrew B. Polk, Jr. 1st personally appeared 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 The state of the s My Commission Expires: MODELLA My County of Residence is: