	9102	<b>3.130</b>	
EQUITY MO	NEÝ ŠEŘVÍCE TE MORTGAGE	4	B
REAL ESTAT	re mortgage		_

AL ESTATE MORTGAGE			MANUAL RICHARD 404 (A	Date of Execution	5-10
This mortgage evidences that	Joe C. Goss,	Jr., and	Sandra K. Goss		
	= 4 A A			A A A = A	

This mortgage evidences that	DE C. GOBB, JI.,	and bandra K. Gos	s. nusband and wi
		Lowell. Indiana	

(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.80th Place, Marrillyille, Indiana 48410 (\$BANK ONE"), the following described real estate (the "Mortgaged Premises") in Lake County Indiana County,

Lot 67 in Indian Heights Unit No. 8, to the Town of Lowell, as per plat thereof, recorded in Plat Book 41 page 132, in the Office of the Recorder of Lake County, Indiana, a/k/a: 719 Cheyenne Road, Lowell, 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 partaining 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 mortgages shall serve as notice to any and all persons that Mortgagors and BANK ONE have entered into a certain Equity Money Service Agreement dated May 10, 1991 18 establishing a line of credit for Mortgagors in the amount of 8 15:000:00:

(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 Montgagors under definite conditions. Mortgagors under definite conditions.

MORTGAGORS agree that:

- a: This mortgage is given to sacure the payment of all indebtedness evidenced by or incurred pursuant to the Equity Money Service Agreement now or in the future, beginning with the date of this mortgage and ending with the close of business on May 10 . 2011
  - b. Interest on each advance shall accrue from the date made until repayment; at the rates agreed upon in the Equity Money Service Agreement.
- c. All advances shall be evidenced by the Equity Money Bervice Agreement and shall be payable without relief from valuation or apprelsament laws, and with coats of collection to the extent permitted by law, Subject only to Mortgagora' 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 covanant and agree with BANK ONE that:

- 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 appraisament 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:

  1. 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:

  1. The lien of this mortgage is prior and superior to all other liens and length by all terms and Loan Association dated November 29:

  1. 1973 In the order and superior to all strike when due and to tally ables by all terms and conditions of the Prior Mortgage.

- 3. Mortgagors will not further encumper per partilt any mechanics or materialmen's liens to at 4. Mortgagors will keep the Mortgagod Premises in good repair will not commit or permit waster levied or assessed against the Mortgagod Premises of any best thereof when diff. ecorder! a llens to attach to the Mortgeged Premises.
- 51. 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 ntain 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 aby 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, taxes, assessments, and liens which are or may become prior and senior to this mortgage; (ii) the cost of any tiple evidence or surveys which in BANK ONE's discretion may be required to establish and preserve the lient of this mortgage; (iii) all costs, expenses and attorneys fees incurred by BANK ONE's discretion and all legal or equitable actions which related to this mortgage or to the Mortgaged Premises (iv) the cost of any repairs to the Mortgaged Premises deemed necional (v) any sums due under the Prior Mortgage. essary or advisable by BANK ONE:
- and (v) any sums due under the Prior Mortgage.

  7. BANK ONE shall be subrogated to the rights of the holder of such lien or older celd 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 instellment of indebtedness secured by this mortgage, or in the performance of any covenant or agreement of Mortgagors under this mortgagor the Equity Money Service Agreement or the terms and conditions of the Prior Mortgage, or if Mortgagors abandon the Mortgaged Premises, or are adjudged bankrust, or if a trustee or receiver is appointed for Mortgagors on 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 inny part of the Mortgaged Premises, then and in any such event, to the extent parmitted by law, all indebtedness secured by this mortgage shall, at BANK ONE's option, become immediately due and payable without notice and this cortgage may be foreclosed accordingly. BANK ONE's wilter of the default shall not operate as a waiver of other defaults. Notice by 3.4MK ONE's intention to exercise any right or option under this mortgage is hereby expressly walved by Mortgagors, and any one or more of BANK ONE's rights or remediate 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 specific 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 sless 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 cure 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, ord. "Mortgagors" shall mean "Mortgagors" and the terms and provisions of this mortgage, shall mean "Mortgagors" and the terms and provisions of this mortgage, shall be construed accordingly.

be C. More	· L	) as	edra K.	Just .	STATE
Mortgagor Joe C. Goss, J STATE OF INDIANA	r./	Mortgagor	Sandra K:	GOEST TO	or The
COUNTY OF Lake  Before me, a Notary Public in and for said C personally appeared Joe C. Gos	 County and State, this	10th ra K. Goss. husba	day of <u>May</u> nd and wife	TO A	19.891 19.891
and acknowledged the execution of the fore l'certify that I am not an officer or direct				161	20.

DAWN C HERNANDI Printed Name: .

My Commission Expires:

My County of Residence is:

Porter

This instrument was prepared by

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

FORM 5132-033