BANKĒONE.

1000 E 80TH PLACE MERRILLVILLE, IN 4 LLE, IN 46410 CHESTER LOAN PROCESSING

Date of Execution:

Hubert V. Bledsoe and Beverly Bledsoe, husband and wife This mortgage evidences that 3770 W. 20th Place, Gary, Indiana 46404

(hereinafter 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, Indiana Merriliville, indiana 48410 ("BANK ONE"), the following described real estate (the Lake County, Indiana : "Mortgaged Premises") in

Lots 29 and 30, in Block 2, in F. R. Mass' 2nd Addition to Gary, as per plat thereof, recorded in Plat Book 10 page 19, in the Office of the Recorder of Lake County, Indiana, 3770 W. 20th Place, 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.

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 May 13. 18\_91 establishing a line of credit for Mortgagors in the amount of \$\_12.000.00 (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: · · · · · · · ·

- a. This mortgage is given to secure 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 13. 2011 . 18
- 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 appraisament laws ith 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:

- 1. Mortgagore 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 appraisement laws.
- 2. The lien of this mortgage is prior and sweeter to electric line and mortgage described as follows: From Borrowers to Bank One.

  The original amount of 39 100.00

(the "Prior Mortgage"). Mortgagors agree to pay all sums when due s and conditions of the Prior Mortgage.

- Mortgagors will not further excumples for parmit any mechanics or materialmen's liens to attack to the Mortgaged Premises.
- waste thereon, and will pay all taxes and assessments Mortgagors will keep the Mortgaged Pren 4. Mortgagors will keep the Mortgaged Premises in good repair, will not commit or permit was levied or assessed against the Mortgaged Premises on any cert the tot when due COTGET
- Mortgagora 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 QNE. 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 QNE 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 be a interest from date of payment at the same rate as all other indebtedness evidenced by the Equity Money Service in 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 title evidence or surveys which in BANK ONE adiscretion may be required to establish and preserve the lien of this mortgage; (iii) the cost of any title evidence or surveys which in BANK ONE with respect to any and all legal or equitable actions which relate to the Mortgage or to the Mortgage or advisable by BANK ONE; and (iv) any sums discussed the Bank ONE; and (v) any sums due under the Prior Mortgage.
- 27. BANK ONE shall be subrogated to the rights of the holder of excition or calcovered 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 Moray 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 thereby expressly waived by Mortgagors, and any one or more of BANK ONE's rights or remedias 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 Mortgagors by deed, conditional seales 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.
- All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives, successors and assigns, and: efit of BANK ONF its suc

word "Mortgagors" s	all mean "Mortgagor," and the term	s and provisions of this mort	gage shall be construed acc	ordingly.	
Aur	bert V. Bledsoe	×	Beverly Ble	dsoe_=	STI
Mortgagor Hu	bert V. Bledsoe	Me	ongagor /Beverly	Blensoe	The Contract of the
STATE OF INDIANA				ER - C	2 658
COUNTY OF	Lake SS:			RES	5 Sec. 5
Before me, a Notary P personally appeared _	Public in and for said County and Sta Hubert V. Bledsoe an	te this 13th d Beverly Bledsoe,	husband and wife	ay SS	19/36
and acknowledged the	execution of the foregoing mortgag	je.		THE A	3
I certify that I am no	ot an officer or director of BANK ON	•	4	YES!	
WITNESS my hand	and Notarial Seal.			, E.	

Signature

ie A.

My Commission Expires: February 26,1993

My County of Residence is: Lake.

This instrument was prepared by

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

FORM 5132-033