## BANK ONE.

Kettin	E	1000 G	800 F	Ų
		av 21		_

This mortgage avidences that Richard Reed	
91028068 (hereinafter referred to jointly and severally as the "Mortgagors") ofLak	Ke County, Indiana
MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA, a national bar Mercillville, Indiana 46410 ("BANK ONE"), the following de Lake County, Indiana	nking association with its main banking office at 1000 E. 80th Place.
Lot 5 in Block 31 in Gary Land Company's Fourth Sthereof, recorded in Plat Book 14 page 15, in the County, Indiana. a/k/a: 349 Cleveland, Gary, In	Subdivision, as per plat a Office of the Recorder of Lake
together with all improvements now on cubroquently situated on on used in	connection with the Mantagood Desmises and all rights assistance
together with all improvements now or subsequently situated on, or used in interests, easements and appurtenances belonging or pertaining thereto, all f connection with the Mortgaged Premises, and the rents, issues, income, uses	fixtures and appliances now or subsequently attached to or used in and profits of the Mortgaged Premises.
This mortgage shall serve as notice to any and all persons that Mortgagors  Agreement dated May 21 1991 establishing a line of cred	s and BANK ONE have entered into a certain Equity Money Service lit for Mortgagors in the amount of \$ 10,000,00
(the "Equity Money Service Agreement") which may be inspected at the offices of the Equity Money Service Agreement, as the same may be amended from time to	of BANK ONE by any interested persons. The terms and provisions of
force and effect as though fully set forth herein. The fulfillment and performa	ance of the terms and conditions of the the Equity Money Service
Agreement are additionally secured by this mortgage. The Equity Money Ser Mortgagors under definite conditions.	vice Agreement obligates BANK UNE to make future advances to
MORTGAGORS agree that:	
a." This mortgage is given to secure the payment of all indebtedness evidence now or in the future, beginning with the date of this mortgage and ending with the date of this mortgage.	
b. Interest on each advance shall accrue from the date made until repayment	
<ul> <li>All advances shall be evidenced by the Equity Money Service Agreement and with costs of collection to the extent permitted by law. Subject only to Mortg from time to time shall be determined by BANK ONE's books and records.</li> </ul>	gagors' billing error rights, the indebtedness secured by this mortgage
d. The word "advances" as used in this mortgage shall mean loans of money. this mortgage and the terms of the Equity Money Service Agreement, the terr	In the event of any conflicts or inconsistencies between the terms of ms of the Equity Money Service Agreement shall control.
Mortgagors jointly and severally covenant and agree with BANK ONE that:	
<ol> <li>Mortgagors will pay all indebtedness secured by this mortgage when d mortgage, with attorneys' fees, and without relief from valuation or appraisant</li> </ol>	ent laws
2. The lien of this mortgage is prior and superior to all other liens and entering mortgage described as follows: From Borrower to Independence and recorded July 3, 1974.	cumbrances against the Mortgaged Premises, except that certain te One Mortgage Corp. dated June 28, 1974
(the "Prior Mortgage"). Mortgagors agree to pay all sums when due and to fully	y abide by all terms and conditions of the Prior Mortgage.
3. Mortgagors will not further encumber nor parmic any mechanics or man	terialmenialisms to ettack to the Mortgaged Premises.
4. Mortgagors will keep the Mortgaged Pramises in good repair, will not con levied or assessed against the Mortgaged Pramises or any part thereof when	mit or permit waste thereon, and will pay all taxes and assessments
5. Mortgagors will obtain from insurance companies acceptable to BANK O	NE, and keep in effect adequate insurance against loss or destruction
of the Mortgaged Premises on account of fire, windstorm and other hazards contain clauses making all sums payable to BANK ONE, the prior Mortgagee	e, and to the Mortgagors as their respective interests may appear.
Mortgagors shall provide BANK ONE with certificates evidencing the required  6. BANK ONE may, at its option, advance and pay all sums necessary to provide the provide the required to the certificates evidencing	
debit to the Equity Money Service credit line or otherwise. All sums advanced and by this mortgage and shall bear interest from date of payment at the same ra	d paid by BANK ONE shall become a part of the indebtedness secured
Agreement. Such sums may include, but are not limited to, (i) insurance premiur senior to this mortgage; (ii) the cost of any title evidence or surveys which in BAN	ms, taxes <mark>, assessments, and liens</mark> which are or may become prior and 🗆
of this mortgage; (iii) all costs, expenses and attorneys' fees incurred by BANK ( to this mortgage or to the Mortgaged Premises; (iv) the cost of any repairs to the	DNE with respect to any and all legal or equitable actions which relate
and (v) any sums due under the Prior Mortgage.	
7. BANK ONE shall be subrogated to the rights of the holder of each lied or of extend the time of payment of any part or all of the indebtachess 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 instalm of any covenant or agreement of Mortgagors under this mortgage or the Equity	
Mortgage, or if Mortgagors abandon the Mortgaged Premises, or are sejudged any part of the Mortgaged Premises, then and in any such event, to the extent	bankrupt, or if a trustee or receiver is appointed for Mortgagors or for
BANK ONE's option, become immediately due and payable without notice, and tany default shall not operate as a waiver of other defaults. Notice by 8 ANK ONE	this mortgage may be foreclosed accordingly. BANK ONE's waiver of
hereby expressly waived by Mortgagors, and any one or more of BANK ONE's ri	ights or remedies may be enforced successively or concurrently. Any
delay in enforcing any such right or remedy shall not prevent its later enforce foreclosure of this mortgage all abstracts of title and all title insurance policies BANK ONE.	
8. If all or any part of the Mortgaged Premises or any interest in the Mortgage sales contract or any other means without the prior written consent of BANK	
mortgage to be immediately due and payable.	
9. All rights and obligations of Mortgagors shall extend to and be binding up incure 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,
word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of t	his mortgage shall be construed accordingly.
Alchand Kend	RO ST
Mortgagor Richard Reed	Mortgagor  BERT (B
STATE OF INDIANA SS:	
COUNTY OF <u>Lake</u> Before me, a Notary Public in and for said County and State, this <u>21st</u>	day of May 85 w 199 85
personally appeared Richard Reed	## <b>9</b> ###
and acknowledged the execution of the foregoing mortgage.  I certify that I am not an officer or director of BANK ONE.	ANI S
WITNESS my hand and Notarial Seal.	, <del>,</del> ,
of an other s	Signature: Albert & Lara
	Printed Name: Deborah R. Lara  Notary Public
	Notary Public
My Commission Expires	$\sim$
My County of Residence is Lake	1,004
Lake	$\mathcal{U}$ .

This instrument was prepared by Michael Smith, An Officer of Bank One, Merrillville, NA

FORM 5132-033

TICOR TITLE INSURANCE
Crown Point, Indiana