		RETURN	TO: BANK ONE, MER	
91030962 EQUITY MONEY SERVICE REAL ESTATE MORTGAGE	BANK ONE.	BANK ONE, MERRILLVILLE, NA Mernilville, Indiana 46410	MERRILLVILLE, ATT: KIM CHESTER	IN 46410
This mortgage evidences that _	Frances R. Ervin and Rights of Survivorsh	i Sally J. McLaughl	Date of Execution: in, as Joint Tenar	
(hereinafter referred to jointly and MORTGAGE and WARRANT to BA Merrillville, Indiana 46410 Lake County.	severally as the "Mortgagors") of ANK ONE, MERRII LVILLE, NA, a.n.	Lake	hits main hanking office at 10	iiana 000 E. 80th Place, Premises") in
Lot 472 in Turkey O thereof, recorded i	Greek Meadows, Unit No In Plat Book 35 page 1 1878 Tyler Street, Mern	108, in the Office		
together with all improvements ninterests, easements and appurte connection with the Mortgaged Pr	ow or subsequently situated on, o	or used in connection with the nereto, all fixtures and applianc	es now or subsequently atta	
This mortgage shall serve as no Agreement dated	nent") which may be inspected at the ent, as the same may be amended fi et forth herein. The fulfillment and ed by this mortgage. The Equity N	ine of credit for Mortgagors in he offices of BANK ONE by any i rom time to time, are incorpora d performance of the terms a	the amount of \$ <u>15,000</u> interested persons. The term ited in this mortgage by reference on discounting the the Equ	0.00 ns and provisions of ence with the same sity Money Service
	cure the payment of all indebtedne			
now or in the future, beginning with		_		* *
	all accrue from the date made unti ed by the Equity Money Service Agr extent permitted by law. Subject onl ined by BANK ONE's books and re	reement and shall be payable wil ly to Mortgagors' billing error rig	thout relief from valuation or a	appraisement laws,
this mortgage and the terms of th		nt, the terms of the Equity Mor	onflicts or inconsistencies be ney Service Agreement shall	tween the terms of control.
=	covenant and agree with BANK C			•
mortgage, with attorneys' fees, an		appraisement laws.		
2. The lien of this mortgage is mortgage described as follows:	s prior and superior to all other lie		the Mortgaged Premises, e	———, Ÿ
(the "Prior Mortgage"). Mortgagor	's agree to pay all sums when due	and to fully abide by all terms a	and conditions of the Prior M	ortgage. 2 🛶
	encumber her permit any mechan			
4. Mortgagors will keep the Mo levied or assessed against the Mo	ortgaged Premises in good cepair or ortgaged Premises or any part the insurance companies acceptable t	will not commit or permit waste reof when due.	thereon, and will pay all taxes	and assessments 2. m
5. Mortgagors will obtain from of the Mortgaged Premises on accontain clauses making all sums provide BANK O	count of fire, windstorm and othe payable to BANK ONE, the prior h	er nazards in amounts as requi Mortgagee, and to the Mortga	gors as their respective inte	loss or destruction of correction of the correct
6. BANK ONE may, at its option debit to the Equity Money Service of by this mortgage and shall bear in Agreement. Such sums may include senior to this mortgage; (iii) the cost of this mortgage; (iii) all costs, expet to this mortgage or to the Mortgage and (v) any sums due under the Prince of the Mortgage and (v) any	terest from date of payment at the le, but are not limited to, (i) insurant tof any title evidence or surveys whenses and attorneys' fees incurred and Premises: (iv) the cost of any regions.	Ivanced and paid by BANK ONE ne same rate as all other indebl ce premiums, taxes, assessme hich in BANK ONE's discretion r by BANK ONE with respect to	shall become a part of the ind tedness evidenced by the Equ ents, and liens which are or ma may be required to establish a any and all legal or equitable a	ebtedness secured uity Money Service by become prior and and preserve the lien actions which relate
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BANK ONE shall be subragated to the rights of the holder of cook lieu or deinionald 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 instalment 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 bankapt, 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 intention to exercise any right or option under this mortgage is hereby expressly waived by Mortgagors, and any one or more of BANK ONE's rights or remedies may be enforced successively or concurrently. Any delay in enforcing any such right or remedy shall not operate as a waiver of the event of the 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

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 sales 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 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 this mortgage shall be construed accordingly.

Mortgagor Frances R. Ervin	Mortgagor Sally J. MoLaughlir) FAIR O
STATE OF INDIANA COUNTY OF Lake Before me, a Notary Public in and for said County and State, this personally appeared Frances R. Ervin and Sally J.	7th day of June O	EDATE COLOR
of Survivorship 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.	Signature Delia Cotuna	udi
My Commission Expires:	Printed Name: DAVIN C. HERNANDEZ	Notary Public
3-12-1994 My County of Residence is: Porter		boso

Porter

This instrument was prepared by

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

FORM 5132-033

BANK ONE.