1000 E 80TH PLACE
MERRILLVILLE, IN 46410
MERRILLVILLE, IN 46410 EQUITY MONEY SER 9103982 BANKEONE. Date of Execution:_ Finis L. Hanson and Linda L. Hanson, husband and wife This mortgage evidences that .. 116 Beverly Blvd. Hobart. Indiana 46342 (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. Both Place,
Merrillville, Indiana 46410 ("BANK ONE"), the following described real estate (the "Mortgaged Premises") in illville, Indiana 46410 (*BAN ke County Indiana Lot 15 in Block 5 in Villa Shores First Addition to Hobart, as per plat thereof, recorded in Plat Book 25 page 4, in the Office of the Recorder of Lake County, Indiana, 116 Beverly Blvd., Hobart, 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 appurtenences 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 Agreement dated July 26. 19 91. establishing a line of credit for Mortgagors in the amount of \$ 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 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 <u>July 26. 2001</u>, 19_____ 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 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 arror rights, the indebtedness secured by this mortgages from time to time shall be determined by BANK ONE's books and records. TITLE Poin 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. **INSURA** Mortgagors jointly and severally covenant and agree with BANK ONE that: 1. Mortgagors will pay all indebtedness secured by this mortgage when due, as provi mortgage, with attorneys' fees, and without relief from valuation or appraisement laws. ided in the Equity Money Service Agreement and in this 2. The lien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgaged Premises, except the mortgage described as follows:

the original amount of 44,40,00

(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 for permit any mechanics or material news liens to the Mortgaged Premises. nst the Mortgaged Premises except that cer orp. dated September 3, 1986 4. Mortgagors will keep the Mortgaged Premises in good segair, will not commit or parmit waste thereon, and will pay all taxes a desessment service or assessed against the Mortgaged Premises or any part thereof when due. 5. Mortgagors will obtain from insurance companies acceptable to BANK ONE, and keep in affect adequate insurance against loss or destrictions. of the Mortgaged Premises on account of fire, windstorm and other hazards in amounts as required by BANK ONE. The insurance policies and 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 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 crediting or otherwise. All sums advanced and paid by BANK ONE shall become a part of the indebtedness secured by this mortgage and shall bear interest from date of payment at the same rate as all other indebtedness evidenced by the Equity Money Secured. Agreement. Such sums may include, but are not limited to, (i) insurance premiums, taxes, assessments, and liens which are firmay 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 phose rive 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; (iv) the cost of any repairs to the Mortgaged Premises deemed necessary or advisable by 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 lian 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 indebtages 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 indebtages 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 indebtageness secured by this mortgage shall, at BANK ONE's option, become immediately due and payable without potice, and this cortgage may be foreclosed accordingly. BANK ONE's waiver of any default shall not operate as a waiver of other defaults. Notice by BANK ONE of its intention to exercise any right or option under this mortgage is hereby expressly waived by Mortgagors, and any one or more of BANK ONE of its intention to exercise any right or option under this mortgage is hereby expressly waived by Mortgagors, and any one or more of BANK ONE of its intention to exercise any right or option under this mortgage all abstracts of title and all title insurance policies for the Mortgagors remain in default. In the event of the foreclosure of this mortgage all abstracts of title and all title insurance policies for the Mortgagor 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 dead, 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, shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly. "Mortgago ims m Hanron taeaa STATE OF INDIANA SS Lake COUNTY OF 19:91 Before me a Notary Public in and for said County and State this personally appeared Finis L. Hanson and Linda L. 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: Printed Name: Notary Public

My Commission Expires:

My County of Residence is

This instrument was prepared by

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

FORM 5132-033