Date of Execution 4-3-1992

WI TO THE MOUNT OF THE								
This mortgage evidences that	Robert	В.	Bigelow	and:	Judith	J	Bigo	10

w, hunband and wife 6884 Polk Street, Merrillyille, Indiana 46410

thereinafter referred to jointly and severally as the "Mortgagors") of Luku County, Indiana MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA, a national banking amountain with its mann banking office at 1000 E. Both Place, Merrillville, Indiana 46410 ("BANK ONE"), the following described real mathematics (the "Mortgaged Premises") in Lake County, Indiana

Lot 503, except the South 5 feet thereof, in Turkey Creek Mendown, Unit No. 7, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 35 page 108, in the Office of the Recorder of Lake County, Indiana, a/k/a: 6884 Polk Stroot, Morrillville, Indiana.

together with all improvements now or subsequently situated on, or used in connection with the Mortgaget Premium and all rights, privileges, interests, easements and appurtenances belonging or pertaining thereto, all fixtures and applicación ou subsequently attached to or used inconnection 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 Mortgagoro and BANK ONI have entered into a certain Equity Money Service Agreement dated April 3. 19 92 establishing a line of credit for Min tgagoro or the amount of \$\omega\$... 25,000.00 ... (the "Equity Money Service Agreement") which may be inspected at the offices of BANK ONI by any attenuated 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 Survice Agreement allows the first conditions. Mortgegors under definite conditions.

MORTGAGORS agree that;

- a. This mortgage is given to secure the payment of all indebtedness avidanced 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 . April 1. 2012 , 19
 - b: Interest on each advance shall accrue from the date made until repayment, at the reten agreed upon in the Equity Money Service Agreement.
- c. All advances shall be evidenced by the Equity Money Service Agreement and whall be poyable without rainf from valuation or appraisement laws, and with costs of collection to the extent permitted by law. Subject only to Mortgagoru' billing arror rights, the Indobtedness 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 Agraement, the turns of the Equity Money Service Agraement, the turns of the Equity Money Service Agraement shall control.

- Mortgagors jointly and severally covenant and agree with BANK ONE that:

 1. Mortgagors will pay all indebtedness second by the mortgage wanter in provided in the Equity Money Service Agreement and in this mortgage, with attorneys' fees, and without relief from valuation or appraisament laws.
- no againment the Mortgaged Premises, except that certain 2: The lien of this mortgage is prior and superior to all other lies ortgage described as follows: mortgage described as follows:

(the "Prior Mortgage"). Mortgagops agree to pay all some when due to folly distribute by other and conditions of the Prior Mortgage.

- Mortgagors will not further encumber nor permit any machinical or materialment fund to attach to the Mortgaged Premises.
 Mortgagors will keep the Mortgaged Premises in good report, without commit or permit what a thereon, and will pay all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof when doe.
- 5. 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 contain clauses making all sums payable to BANK ONE, the prior Mortgagor, 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 pald 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 Service. Agreement: Such sums may include, but are not limited to, (i) Insurance promisms, 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's discretion may be required to establish and preserve the lien of this mortgage; (iii) all costs, expenses and attorneys' fees incurred by BANK-ONE's discretion and and ell legal or equitable actions which relate to 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, (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, (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, (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. 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.
- 7. BANK ONE shall be subrogated to the rights of the holder of coch lan or charged 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 the mortgage without in any way impairing its lien or releasing Mortgagors from liability. If any default shall occur in the payment 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 Mortgagors under this mortgage, or the Equity Money Service Agreement or the terms and conditions of the Prior Mortgage, or if Mortgagors abandon the Mortgagors or for any part of the Mortgagors abandon the Mortgagors or for any part of the Mortgagors than and in any such event, to the extent particular 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 MONE's 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's rights or remedies may be enforced successively or concurrently. Any delay in enforcing any such right or remedy shall not prevent its later unforcement so long as Mortgagors remain in default. In the event of the 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 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 Mortgagora shall extand to and he 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.

Lahut B Beselow	- Va	Dita!	2 R	reelow
Mortgagor Robert B. Bigelow	Mortgagor	Judith L.		. •
STATE OF INDIANA			Rose:	
COUNTY OF Lake Before me, a Notary Public in and for said County and State, this 3rd personally appeared Robert B. Bigelow and Judith L. Bi	lgelow, hush	ay ofApri and and wif	1 e <u>c</u> ,	, 19-92
and acknowledged the execution of the foregoing mortgage. I certify that is an notice or director of BANK ONE WITNESS my hand and Notorial Seal.	Celui	16	24 115	w.P.
	Printed Name:	14-11	EI	Notary Public

Commission Expires:

My County of Residence is:

This instrument was prepared by

Robert Johnson, An Officer of Bank One, Merrillville, NA

COH TITLE

INSURA

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ECOLUMNICA MARIA