Crown Point, Indiana

ONE MERRILLVILLE, NA E 80th Pl 11ville, IN 46410 ille, IN 46410 Guzman/Loan Pro

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FAIII	MONEY BERVICE	BANK ONE.	BANK ONE, MERRILLVILLE, NA	ATTN:	Merri D. Ri
	ESTATE MORTGAGE	BANKE ONE.	Memiliville, Indiana 48410	Date	of Execut
This	This mortgage evidences that _	Greg R. Johnson and			
		1820: West 53rd Plac		·	
MOR'	TGAGE and WARRANT to BA	severally as the "Mortgagors") of ANK ONE, MERRILLVILLE, NA, a no D. ("BANK ONE"); the follo	ational banking associatio	n with its main be	anking affi
in the	Office of the Rec	Subdivision, as per order of Lake County, lace, Merrillville, I	Indiana,	ecorded in	Plat
intere	ests, easements and appurte	ow or subsequently situated on, o enances belonging or pertaining th remises, and the rents, issues, inco	ereto, all fixtures and app	liances now or s	ubsequen
Agree	ement dated <u>April 2.</u>	tice to any and all persons that M 1992 establishing a li nent") which may be inspected at th	ne of credit for Mortgago	rs in the amount	of \$ ±20

es and all rights, privileges, ently attached to or used in

rtain Equity Monay Service 0,000,00 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 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:

- This mortgage is given to secure the payment of all indebtedness evidenced by or incurred pursuant to the Equity Money Service Agreement or in the future, beginning with the date of this mortgage and ending with the close of business on April 2, 2002 , 19 now or in the future, beginning with the date of this mortgage and ending with the close of business on \_
  - 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 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. Mortgagors will pay all indebtedness secured by this mortgage when due, as promortgage, 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 oth mortgage described as follows: From Boulewers to all oth mortgage described as follows: From Boulewers to all other prior and amount the prior amount the prior and amount the prior amount the pri
- (the "Prior Mortgage"). Mortgagors agree to gay all sums when due 3. Mortgagors will not further encumber nor permit any mechan to fully abide by all terms and conditions of the Prior Mortgage. or materialmen's liens to attach to the Mortgaged Premises.
- 4. Mortgagors will keep the Mortgaged Premises in good repair, Will not commit or parmit waste thereon, and will pay all taxes and assessments levied 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 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 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 credit line or otherwise. All sums advanced and paid by BANK ONE shall become a part of the fidebtedness 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 premiums, taxes, assessments, and lies which are or may become a 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 lie gal or equitable actions which relate to this mortgage or to the Mortgaged Premises; (iv) the cost of any repairs to the Mortgaged Premises deemed no establish by BANK ONE; and (v) any sums due under the Prior Mortgage.
- and w any sums due under the Prior Mortgage.

  7. BANK ONE shall be sub-logated to the rights of the holder of each lien 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 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 actuaged 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 any default shall not operate as a waiver of other defaults. Notice as 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 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 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.
- 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.

	iu to and be dituing upon their several heirs, representatives, successors and assigns, and
incure to the benefit of BANK ONE, its successors and ass	signs. In the event this mortgage is executed by only one person, corporation, or other entity,
word "Mortgagors" shall mean "Mortgagor," and the terr	ms and provisions of this mortgage shall be construed accordingly.
	77/1/1/2

They letter	Carriere XXDMBar
Mortgagger Greek R. Johnson	Mortgagor Catherine A. Johnson
STATE OF INDIANA SS:	
COUNTY OF Lake  Before me, a Notary Public in and for said County and State, this  personally appeared <u>Greg R. Johnson and Catherine</u>	2nd day of April
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: Cindy Skura  Printed Name: Cindy Skura
	Filliago Natio.

My Commission Expires:		
,	9.15-95	
My County of Residence is	Lake	•

This instrument was prepared by

Michael Smith, An Officer of Bank One, Merrillville, NA FORM 5132-033:

Notary Public