A STATE OF THE PROPERTY OF THE

BANK ONE, MERRILLVILLE, NA Merriliville, Indiana 46410

ATTN:

| 1000 E 80<br>Merrilivil<br>D. Rios Gu | MERKILLVII<br>th Pl<br>le, IN 464<br>zman/Loan | IO<br>Proc. |
|---------------------------------------|--|-------------|
| Date of Execution:_                   |  |             |

| (her-  | his mortgage evidences that  | 639 East 117   |  |  |  | <u>as joint</u><br>a 46394   | Cenancs  | <del>-</del>   | -  |
|--|--|--|--|--|--|--|--|--|--|
|  | reinafter referred to jointly and s  | severally as the "Morto  | gagors") of  | Lake   |  | County,  | Indiana  |  | <del>-</del>   |
| Me   | RTGAGE and WARRANT to BAI<br>rrillville, Indiana 46410<br>Lake County, In  | ("BANK ONE"), (<br>idiana  | the following  | g describe   | ed real e  | state (the '   | Mortgaged  | Premises") ii  | n  |
| R/   | in Davidson's Edge H<br>ook 18 page 24, and  | Lat 7 in Riggi   | <b>レ 1</b> ム ፈክ 🏻  | arkview  | Addition   | ı. In the  | City of I  | dammond, ac  | n  |
| th<br>an:  | hereof, recorded in<br>a, excepting the Sou<br>the wife in hiprovenents no   | Plat Book 18 therly 58.00  | page 19,<br>feet by n  | all in the   | he Offic<br>lines ar   | e of the   | Recorder   | of Lake Cou<br>.00 feet by   | un   |
| ton!   | ether with all improvements no   | k/a: 639 Eas   | vated on, or o   | lace Wh<br>sed in connec   | tion with th   | ndiana<br>Mortgoged F  | remises and a  | Il rights, privilege:  | 5,   |
| ınte   | erests, easements and appurter<br>inection with the Mortgaged Pre  | nances belonging or pe   | irtaining there  | to, all fixtures   | s and appliar  | ices now or sui  | sequently att  | ached to or used i   | in   |
| TI   | his mortgage shall serve as not  | ice to any and all pers  | ons that Mort  | gagors and B   | ANK ONE h  | ave entered in   | o a certain Eq   | uity Money Servic  | e  |
| (the   | reement dated <u>May 27.</u><br>3 "Equity Money Service Agreem   | ent") which may be inst  | pected at the o  | ffices of BANI   | K ONE by an  | vinterested pe   | rsons. The terr  | ns and provisions (  | of   |
| forc   | Equity Money Service Agreement<br>ce and effect as though fully se   | t forth herein. The full   | fillment and pe  | rformance of   | the terms  | and conditions   | of the the Eq  | uity Money Servic  | e  |
| Agrı<br>Mor  | reement are additionally secure<br>rtgagors under definite condition   | ed by this mortgage. Ti  | he Equity Mon  | ey Service Aç  | greement ob  | oligates BANK  | ONE to make  | future advances t  | to   |
|  | MORTGAGORS agree that:<br>. This mortgage is given to sec  | June the naument of all  | indähtadnase   | puidenced by   | on incurred r  | uncuent to the   | Fauity Maney   | Canvica Acreeme  | nt   |
| now  | v or in the future, beginning with   | the date of this mortg   | gage and endin   | g with the clo   | se of busine   | ss on <u>May</u>   | 27, 2012   | , 19   | <b>-</b>   |
|  | <ul> <li>Interest on each advance sha</li> <li>All advances shall be evidence</li> </ul>   |  |  | -  | _  |  |  | -  |  |
| and  | with costs of collection to the ex<br>m time to time shall be determin   | tent permitted by law.   | Subject only to  | Mortgagors'  | billing error  | rights, the indeb  | tedness secu.  | ad by this mortgag   | )e   |
|  | The word "advances" as used  | •  |  |  | event of any (   | conflicts or inco  | nsistencies be   | tween the terms  | of   |
|  | s mortgage and the terms of the<br>Mortgagors jointly and severally (  |  |  |  | he Equity M  | oney Service A   | greement shall   | control.   |  |
| 1:   | Mortgagors will pay all indeb  | tedness secured by t   | his mortgage y   | when due, as   | <b>pro</b> vided in t  | he Equity Mon  | ey Service Agı   | reement and in th  | is   |
|  | rtgage, with attorneys' fees, and<br>2. The lien of this mortgage is (   |  |  |  |  | the Mortgan  | ed Premises  | excent that certs  | in   |
|  | rtgage described as follows:   |  |  |  | ances again  | or Mis Mourdas   |  | except that certo  | _  |
| (the   | e "Prior Mortgage"). Mortgagors  | agree to pay all sums  | when due and   | to fully abide   | by all terms   | and conditions   | of the Prior N   | lortgage.  | -  |
|  | a "Prior Mortgage"). Mortgagors<br>3. Mortgagors will not further  |  |  |  |  |  |  |  |  |
| 4.<br>levir  | . Mortgagors will keep the Mored or assessed against the Mored   | rtgaged Premises in gt<br>tgaged Premises or a   | od repair Willing part thereo  | not commit or<br>i when due,   | permit was   | te thereon, and  | will pay all taxe  | s and assessment   | ts   |
| 5.   | i. Mortgagors will obtain from i   | nsurance companies a   | cceptable to B   | ANK ONE, and   |  |  |  |  |  |
| con  | the Mortgaged Premises on acc<br>otain clauses making all sums pa  | ayable to BANK ONE,  | the prior Mor  | tgag <b>ee, an</b> d t   | o the Mortg  | agors as their   |  |  |  |
|  | rtgagors shall provide BANK Of<br>i. BANK ONE may, at its option   |  | _  |  | _  |  | an hu thin mont  | anan bu annanain   |  |
| debi   | oit to the Equity Money Service or   | redit line or otherwise.   | All sums advan   | ced and paid b   | BANK ON  | E shall become   | a part of the inc  | debtedness secur   | ėď   |
| by t   | this mortgage and shall bear int   | erest from date of pay<br>a, but are not limited to  | yment at the s<br>, (i) insurance p  | ame <b>rate as</b> a<br>remiu <b>ms</b> , tax  | all <b>other</b> inde<br>e <b>s. ass</b> ess <b>m</b>  | btedness evide<br>ents. and liens  | in¢ed by the Ed<br>which are or m  | quity Money Servi<br>av become prior a   | ce<br>nd   |
| Agr  | cerricit. Such suit is illay illului   | of anytitle evidence on  | surveys which  | IN BANK ONE  | 's discretion  | n may be requi <mark>re</mark>   | d to establish a   | and preserve the li  | en'  |
| seni   | nior to this mortgage; (ii) the cost   | ises and attorneys' fee  |  |  | th resnect t   | o anv and all leo  |  | ACLIDITA WITICITETA  | te   |
| seni<br>of the   | ilor to this mortgage; (ii) the cost<br>his mortgage; (iii) all costs, exper<br>this mortgage or to the Mortgage   | nses and attorneys' fee<br>ad Premises; (iv) the cos   | st of any repsir   | to the Morte   | tn respect t<br>gaged Premi  | ses deemed ne  | essary or advi   | sable by BANK ON   | te   |
| seni<br>of the<br>to the   | ilor to this mortgage; (ii) the cost<br>his mortgage; (iii) all costs, exper<br>this mortgage or to the Mortgage<br>I (v) any sums due under the Pric  | nses and attorneys' fee<br>ed Premises; (iv) the cos<br>or Mortgage.   | st of any repsir   | to the Morte   | gaged Premi  | ses deemed ne  | essary or advi   | sable by BANK ON   | te<br>IE;  |
| seniof the total and 7. exte   | ior to this mortgage; (ii) the cost<br>his mortgage; (iii) all costs, exper<br>this mortgage or to the Mortgage<br>I (v) any sums due under the Pric<br>7. BANK ONE shall be subrogat<br>end the time of payment of an   | nses and attorneye' fee<br>ed Premises; (iv) the cos<br>or Mortgage.<br>ed to the rights of the h<br>y part or all of the inc  | st of any repsid<br>nolder of each li<br>debtedness se   | en or claim pai<br>cured by this   | gaged Premi<br>id with mone<br>mortgage v  | ses deemed ned<br>ys secured by t<br>vithout in any  | essary or advi   | sable by BANK ON<br>nd, at its option; m<br>its lien or releasi  | te<br>IE;<br>ay  |
| seni<br>of the<br>to the<br>and<br>7.<br>extended<br>More  | nior to this mortgage; (ii) the cost<br>this mortgage; (iii) all costs, exper<br>this mortgage or to the Mortgage<br>I (v) any sums due under the Pric<br>I. BANK ONE shall be subrogat<br>end the time of payment of any<br>ertgagors from liability. If any defa<br>any covenant or agreement of Mi  | nses and attorneye' feed Premises; (iv) the cost<br>or Mortgage.<br>ed to the rights of the h<br>y part or all of the inc<br>ault shall occur in the prortgagors under this n  | st of any repsin<br>holder of each li<br>debtedness is<br>ayment of any i<br>hortgage or th  | etothe Morte<br>en or claim pai<br>cured by this<br>nstalment of i<br>e Equity Mone  | gaged Premi<br>id with mone<br>mortgage v<br>indebtednes<br>by Service Ar  | ses deemed ned<br>ys secured by t<br>vithout in any<br>s secured by th<br>greement or th   | essary or advi<br>his mortgage a<br>way impairing<br>is mortgage, o<br>a terms and co  | sable by BANK ON<br>nd, at its option; m<br>its lien or releasi<br>rin the performan<br>anditions of the Pri   | te<br>IE;<br>ay<br>ng<br>ce<br>ior   |
| seni<br>of the<br>to the<br>and<br>7.<br>extended<br>More<br>of a  | nior to this mortgage; (ii) the cost his mortgage; (iii) all costs, experiths mortgage or to the Mortgage of (v) any sums due under the Prick.  BANK ONE shall be subrogated and the time of payment of any ortgagors from liability. If any defining covenant or agreement of Mortgagors abandont   | nses and attorneye' feed Premises; (iv) the cosor Mortgage.  ed to the rights of the hy part or all of the inconstitution in the proortgages under this montgages and Premer the property and the Mortgaged Premer the property and premer the property and premer the property and premer the property and premer the mortgaged Premer the Pre | st of any reasing<br>colder of each li<br>debtschless se<br>ayment of any<br>mortgage or the<br>ises or are add  | en or claim pai<br>cured by this<br>pstalment of i<br>2 Equity Mona<br>udged bankru  | gaged Premi<br>id with mone<br>mortgage v<br>indebtednes<br>by Service Ar<br>ot, or if a trus  | ses deemed ned<br>ys secured by t<br>vithout in any<br>s secured by th<br>greement or th<br>stee or receive  | his mortgage a<br>way impairing<br>is mortgage, of<br>a terms and co   | sable by BANK ON  nd, at its option; m  its lien or releasi  rin the performan  anditions of the Pri  or Mortgagors or f   | te<br>IE;<br>ay<br>ng<br>ce<br>or  |
| seniof the total and 7. extended More any BAN  | nior to this mortgage; (ii) the cost his mortgage; (iii) all costs, experible mortgage or to the Mortgage of (v) any sums due under the Prior.  BANK ONE shall be subrogate and the time of payment of any ortgagors from liability. If any deficing covenant or agreement of Mortgage, or if Mortgagors abandout part of the Mortgaged Premise NK ONE's option, become immediates.  | nses and attorneys' feed Premises; (iv) the cost of Mortgage.  ed to the rights of the high yeart or all of the incomment of the incomment of the incomment of the incomment of the proof of the montgagers under this man the Mortgaged Premes, then and in any such diately due and payable  | st of any repsinology and the standards season and the standards season are adjusted to the season are | en or cleim pai<br>cured by tris<br>netalment of i<br>a Equity Mone<br>udged bankru<br>axtent permit<br>en apa this mo   | gaged Premi<br>id with mone<br>mortgage v<br>indebtednes<br>by Service Ap<br>pt, or if a true<br>ted by law, a<br>intgage may  | ys secured by t<br>vithout in any<br>s secured by th<br>greement or th<br>stee or receive<br>Kindebtedness<br>be foreclosed a  | his mortgage a<br>way impairing<br>is mortgage, of<br>a terms and co<br>is appointed for<br>secured by the<br>accordingly. BA  | sable by BANK ON  nd, at its option; m  its lien or releasi  rin the performan  onditions of the Pri  or Mortgagors or f  is mortgage shall,  NK ONE's waiver  | te<br>IE;<br>ay<br>ng<br>ce<br>or<br>or<br>at  |
| seniof the total and 7. extended Morent BAN any here   | hior to this mortgage; (ii) the cost his mortgage; (iii) all costs, experible mortgage or to the Mortgage of (v) any sums due under the Prior.  7. BANK ONE shall be subrogated and the time of payment of any ortgagors from liability. If any defent covenant or agreement of Mortgage, or if Mortgaged Premise of the Mortgaged Premise of Mortgaged Premise of the Mortgaged Pr | nses and attorneys' feed Premises; (iv) the coordinate of the rights of the hypert or all of the incomplet of the hypert or all of the incomplet of the hypert or all of the proof of the Mortgaged Premiss, then and payable aiver of other defaults.   | st of any repsinological and the second and the sec | en or cleim pei<br>cured by tris<br>netelment of i<br>e Equity Mone<br>udged bankru<br>extent permit<br>ex and this mo<br>IK ONE of its i<br>INE's rights o  | d with mone mortgage vindebtednes by Service Appt, or if a true ted by law, a rtgage may ntention to corremedies n   | ys secured by the vithout in any secured by the greenent or the stee or receiver a findebtedness be foreclosed exercise any rights of the control of the con | his mortgage a way impairing is mortgage, or a terms and coris appointed for secured by the coordingly. BA ht or option under successively   | sable by BANK ON  nd, at its option, m  its lien or releasi  rin the performan  onditions of the Pri  or Mortgagors or f  is mortgage shall,  NK ONE's waiver  der this mortgage  or concurrently. A   | te<br>IE;<br>ay ng<br>ce<br>or<br>or<br>at<br>of<br>is<br>ny   |
| seniof the total t | hior to this mortgage; (ii) the cost, his mortgage; (iii) all costs, experthis mortgage or to the Mortgage of (v) any sums due under the Prior.  BANK ONE shall be subrogated and the time of payment of any ortgagors from liability. If any defeat over any covenant or agreement of Mortgage, or if Mortgaged Premise NK ONE's option, become immediately and the mortgaged Premise of default shall not operate as a way to end of the mortgage of the mortgage of the mortgage of the mortgage all absections are the mortgage all absections.  | nses and attorneys' feed Premises; (iv) the coordinate of the rights of the hypert or all of the incomplete of the hypert or all of the incomplete or the proof of the Montgaged Premises, then and in any such diately due and payable aliver of other defaults, and any one or memedy shall not premedy sh | st of any repside the control of any repside the control of any increase or the control of any increase of the control of any increase of the control of any increase of any i | en or claim pai<br>cured by this<br>nstalment of it<br>e Equity Mone<br>udged bankru<br>extent permit<br>ex and this mo<br>it ONE of its i<br>INE's rights o<br>enforcement  | d with mone mortgage vindebtednes by Service Appt, or if a trusted by law, a pregage may needles no long as f  | ys secured by to without in any secured by the green ent or the steed or receiver the foreclosed exercise any right or the steed or the secure of the secure | his mortgage a way impairing is mortgage, or a terms and cor is appointed for secured by the coordingly. But or option unit successively main in default   | sable by BANK ON  nd, at its option, m  its lien or releasi rin the performen  onditions of the Pri or Mortgagors or f  is Mortgage shall, NK ONE's waiver der this mortgage or concurrently. A  . In the event of t   | te:  synce or of siny he   |
| seniof the total total total total and 7. extended any BAN bere dela fore BAN 8.   | hior to this mortgage; (ii) the cost, his mortgage; (iii) all costs, experible mortgage or to the Mortgage of (v) any sums due under the Prior.  BANK ONE shall be subrogated and the time of payment of any ortgagors from liability. If any defeat occurrent or agreement of Mortgage, or if Mortgaged Premise NK ONE's option, become immediately and the mortgaged Premise of the Mortgage all absolute of this mortgage all absolute.  If all or any part of the Mortgage.   | nses and attorneys' feed Premises; (iv) the coordinate of the rights of the hypert or all of the incomplete of the hypert or all of the incomplete of the hypert or all of the incomplete of the hypert of hyper | and any reposition of any repo | en or claim pai<br>cured by this<br>nstalment of its<br>e Equity Mone<br>udged bankru<br>extent normit<br>extent normit<br>it ONE of its<br>iNE's rights o<br>enforcement<br>policies for th<br>ortgaged Prei  | d with mone mortgage vindebtednes by Service Appt, or if a trusted by law, a pregage may be of the mortgage more mises is sold mises in mises in mises is sold mises in  | ys secured by to without in any secured by the green ent or the stee or receiver the foreclosed exercise any right of the green entered to the foreclose of the | his mortgage a way impairing is mortgage, or a terms and coris appointed for secured by BA ht or option undisuccessively main in default all become the aby Mortgagors   | sable by BANK ON  nd, at its option, m  its lien or releasi rin the performen  onditions of the Pri or Mortgagors or f  is mortgage shall,  NK ONE's waiver der this mortgage or concurrently. A  . In the event of t  absolute property  s by deed, condition   | te<br>IE;<br>ay ng<br>corror of<br>is ny<br>he of  |
| seniof the total and 7 extended and More any BAN here dela fore BAN 8 sale   | hior to this mortgage; (ii) the cost, his mortgage; (iii) all costs, experible mortgage or to the Mortgage of (v) any sums due under the Prior.  7. BANK ONE shall be subrogated the time of payment of any ortgagors from liability. If any defeaty covenant or agreement of Mortgage, or if Mortgaged Premise NK ONE's option, become immediately and the mortgage all absorbed to the mortgage all absorbed on the mortgage and  | nses and attorneys' feed Premises; (iv) the cost of Mortgage.  ed to the rights of the high of the incompart or all of the incompart of the in | and any reposition of any repo | en or claim pai<br>cured by this<br>nstalment of its<br>e Equity Mone<br>udged bankru<br>extent normit<br>extent normit<br>it ONE of its<br>iNE's rights o<br>enforcement<br>policies for th<br>ortgaged Prei  | d with mone mortgage vindebtednes by Service Appt, or if a trusted by law, a pregage may be of the mortgage more mises is sold mises in mises in mises is sold mises in  | ys secured by to without in any secured by the green ent or the stee or receiver the foreclosed exercise any right of the green entered to the foreclose of the | his mortgage a way impairing is mortgage, or a terms and coris appointed for secured by BA ht or option undisuccessively main in default all become the aby Mortgagors   | sable by BANK ON  nd, at its option, m  its lien or releasi rin the performen  onditions of the Pri or Mortgagors or f  is mortgage shall,  NK ONE's waiver der this mortgage or concurrently. A  . In the event of t  absolute property  s by deed, condition   | te<br>IE;<br>ay ng<br>corror of<br>is ny<br>he of  |
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This instrument was prepared by Michael Smith, An Officer of Bank One, Merrillville, NA

My Commission Expires:

My County of Residence is: Lake

January 23, 1994