Bank One, Merrillville, NA, 1000 E. 80t Return To: ndiana 46410 ATTN: Debbie Rios Guzman/Loan Processing BANK FONE. BANK ONE, MERRILLVILLE, NA Metrovolle, Indiana 46410 EQUITY MONEY SERVICE REAL ESTATE MORTGAGE Date of Execution 7-11-1992 This mortgage evidences that ______92050575 Jerry S. Kirk and Ursula B. Kirk, husband and wife 2029 St. John Road, Schererville, Indiana 46375 Lot 3 in Huppenthal's 2nd Subdivision to the Town of Schererville, as per plat thereof, recorded in Plat Book 37 page 40, in the Office of the Recorder of Lake County, Indiana, a/k/a: 2029 St. John Road, Schererville, 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 appurtenances 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. Mortgagors under definite conditions. MORTGAGORS agree that: TICOR TITLE IN COMM Point Indiana 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 provided in the Equity Money Service Agreement and in this mortgage, with actorneys' fees; and without relief from valuation or appraisement few.

2. The lien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgaged Premises, except that certain mortgage described as follows: ... HAL! NOT OFFI (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 permittany mechanics or material new thanks to the Mortgaged Premises. 4. Mortgagors will keep the Mortgaged Pramises in good regain, will not committee permit 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 indebtedness secured by this mortgage and shall beer interest from date of payment at the same rate as all other indebtedness secured by this mortgage and shall beer 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 liens which are or may 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 preserve the lien 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. 7. BANK ONE shall be subrogated to the rights of the holder of each lien or clear 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 install never I indebtedness secured by this mortgage, or in the performance of any covenant or agreement of Mortgagors under this mortgage or the Equity Morey Service Agreement or the terms and conditions of the Prior Mortgagors abandon the Mortgagor or the mortgage or the Equity Morey Service Agreement or the terms and conditions of the Prior Mortgagors abandon the Mortgagors or the education of the Mortgagors of t 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 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 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 S. Kirk Jerry Ursula B. Kirk STATE OF INDIANA S SS: <u>Lake</u> ,19-92 11th July husband and wife 11 and acknowledged the execution of the foregoing mortgage. 드 I certify that I am not an officer or director of BANK ONE. · ANNI WITNESS my hand and Notarial Seal. Printed Names **Notary Public** W ON My Commission Expires: My County of Residence is

This instrument was prepared by John Crumrine, An Officer of Bank One, Merrillville, NA