RETURN TO Bank One Merrillville, NA 1000 E. 80th Pl. Merrillville, IN 46410	
REAL ESTATE MORTGAGE BANK SONE. BANK ONE, MERRILLVILLE, NA. Morrilytille, Indiana 48410 Date of Execution: February 13, 199	31
This mortgage evidences that Fred Biancardi and Patricia Biancardi, husband and wife	
(hereinafter referred to jointly and severally as the "Mortgagors") ofLake:County,Indiana	
MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA; a national banking association with its main banking office at 1000 E. 80th Place, Mecritylle, Indiana 46410 ("RANK ONE"), the following described real estate (the "Mortgaged Premises") in Lake County, Indiana	
Lot 9 in Schilling's 7th Addition, Unit 1, to the Town of Dyer, as per plat thereof, recorded in Plat Book 44 page 78, in the Office of the Recorder of Lake County, Indiana. a/k/a: 2627 Hickory Drive, Dyer, 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.	
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	
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.	티
MORTGAGORS agree that:	TCOR RODR
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 February 13: 2013, 19	Ř
b. Interest on each advance shall accine from the date made until repayment, at the rates agreed upon in the Equity Money Service Agreement: 🕌	=
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 shall control.	ZSC
Mortgagors jointly and severally covenant and agree with BANK ONE that:	D
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 attorneys' fees, and without relief from valuation or appraisement laws.	URANCE
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: 'From Borrowers' to Calumet National Bank dated February 17, 1976 and recorded February 23, 1976.	M
(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 not permit any machanics of materialmen's liens to attach to the Mortgaged Premises.	
4. Mortgagors will keep the Mortgaged Premises in good repair will not commit or 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 Mortgagee, 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 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; (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 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 little or ceim 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 the 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 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 vortgage may be foreclosed accordingly. BANK ONE's waiver of any default shall not operate as a waiver of other defaults. Notice by 3ANK ONE's 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 enforcement 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 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 terps and provisions of this mortgage shall be construed accordingly:

Mortgagor Mortgagor Fred Biancardi Patricia Biancardi STATE OF INDIANA SS

COUNTY OF. Lake Before me, a Notary Public in and for said County and State, this personally appeared Fred Biancardi and Patricia Biancardi,

13th Februar day of husband_ánd

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 Noterial 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