## 93017967 EQUITY MONEY SERVICE REAL ESTATE MORTGAGE

BANK EONE,

BANK ONE, MERRILLVILLE, NA-Marnifylle, Indiana 46410

This mortgage evidences that Terry D. Bowyer, former 9704 W. 117th Avenue, Ced	ly known as Terry D. Blanchard ar Lake. IN 46303	<del></del>
thereinafter referred to jointly and severally as the "Mortgagors") of	Lake County, Indiana	
MORTGAGE and WARRANT to BANK ONE, MERRILLVILLE, NA, a nation Merrillville, Indiana 46410 ("BANK ONE"), the following Lake County, Indiana	nal banking association with its main banking office at 1000 E. 80	th Place, es*): in
Lot 9 in Pon & Co's Hickory Woods, as per pl in the Office of the Recorder of Lake County	at thereof, recorded in Plat Book 25 pag , Indiana.	ge 82,
a/k/a: 9704 W. 117th Avenue, Cedar Lake, IN-	46303	
together with all improvements now or subsequently situated on, or us interests, easements and appurtenances belonging or pertaining theret connection with the Mortgaged Premises, and the rents, issues, income,	to, all fixtures and appliances now or subsequently attached to o , uses and profits of the Mortgaged Premises.	or used in
This mortgage shall serve as notice to any and all persons that Mortg Agreement dated March 6, 1993 establishing a line of the "Equity Money Service Agreement") which may be inspected at the of the Equity Money Service Agreement, as the same may be amended from force and effect as though fully set forth herein. The fulfillment and per Agreement are additionally secured by this mortgage. The Equity Money	fices of BANK ONE by any interested persons. The terms and pro- time to time, are incorporated in this mortgage by reference with rformance of the terms and conditions of the the Equity Mone:	the same y,Service
Mortgagors under definite conditions.  MORTGAGORS agree that:	•	₫ ≓
a. This mortgage is given to secure the payment of all indebtedness e now or in the future, beginning with the date of this mortgage and ending		
b. Interest on each advance shall accrue from the date made until rep c. All advances shall be evidenced by the Equity Money Service Agreem	•	O. Eweltner
and with costs of collection to the extent permitted by law. Subject only to from time to time shall be determined by BANK ONE's books and record	Mortgagors' billing error rights, the indebtedness secured by this r is.	mortgag
d. The word "advances" as used in this mortgage shall mean loans of methis mortgage and the terms of the Equity Money Service Agreement, the Mortgagors jointly and severally covenant and agree with BANK ONE	ne terms of the Equity Money Service Agreement shall control.  that:	m,
<ol> <li>Mortgagors will pay all indebtedness secured by this mortgage w mortgage, with attorneys! fees; and without relief from valuation or apprenticular.</li> </ol>	then due; as provided in the Equity Money Service Agreement at assement laws.	nd in this
2: The lien of this mortgage is prior and superior to all other liens a mortgage described as follows:	nd encumbrances against the Mortgaged Premises, except tha	it certain
(the "Prior Mortgage"), Mortgagors agree to pay all sunts when tue and		
3. Mortgagors will not further encumber nor permit any mechanics. 4. Mortgagors will keep the Mortgagor Premises in good repair, will not the mortgagors.	ot commit or permit waste thereon, and will pay all taxes and asse	ssments
levied or assessed against the Mortgaged Premises or any part thereof.  5. Mortgagors will obtain from insurance companies acceptable to BA	when die corder!	struction
of the Mortgaged Premises on account of fire, windstorm and other ha contain clauses making all sums payable to BANK ONE, the prior Mort Mortgagors shall provide BANK ONE with certificates evidencing the re-	zards in amounts as required by BANK ONE. The insurance poli- gages, and to the Mortgagors as their respective interests ma	icies shall
6. BANK ONE may, at its option, advance and pay all sums necessary debit to the Equity Money Service credit line or otherwise. All sums advance by this mortgage and shall bear interest from date of payment at the sa	to protect and preserve the security given by this mortgage by ap and paid by BANK ONE shall become a part of the indebtedness	s secüred:
Agreement. Such sums may include; but are not limited to, (i) insurance presents to this mortgage; (ii) the cost of any title evidence or surveys which i	remiums, takes, assessments, and liens which are or may become	prior and:
of this mortgage; (iii) all costs, expenses and attorneys, fees incurred by 8 to this mortgage or to the Mortgaged Premises; (iv) the cost of any repairs	ANK ONE with respect to any and all legal or equitable actions wh	ich relate:
and (v) any sums due under the Prior Mortgage;		
7. BANK ONE shall be subrogated to the rights of the holder of each is extend the time of payment of any part or all of the indebtedoes see Mortgagors from liability, if any default shall occur in the payment of any in	ured by this mortgage without in any way impairing its lien or estalment of indebtedness secured by this mortgage, or in the per	releasing formance.
of any covenant or agreement of Mortgagors under this mortgage of the Mortgage, or if Mortgagors abandon the Mortgaged Premises, or are adju	idged bankrupt, or if a trustee or receiver is appointed for Mortgag	gors or for
any part of the Mortgaged Premises, then and in any such event, to the e	<b>xtent parmitted by law, all</b> indebtedness secured by this mortgag	e shall, at
BANK ONE's option, become immediately due and payable without notice any default shall not operate as a waiver of other defaults. Notice by BANK hereby expressly waived by Mortgagors, and any one or more of BANK Of	K CINE of its intention to exercise any right or option under this mo	ortgage is: ently. Anv.
delay in enforcing any such right or remedy shall not prevent its later e foreclosure of this mortgage all abstracts of title and all title insurance p BANK ONE.	enforcement so long as Mortgagors remain in default. In the eve	ent of the
B. If all or any part of the Mortgaged Premises or any interest in the Mosales contract or any other means without the prior written consent of Emortgage to be immediately due and payable;	BANK ONE, BANK ONE may, at its option, declare all sums secur	onditional ed by this
9. All rights and obligations of Mortgagors shall extend to and be bind incure to the benefit of BANK ONE, its successors and assigns. In the ever word "Mortgagors" shall mean "Mortgagor," and the terms and provision	nt this mortgage is executed by only one person, corporation, or oth	signs, and her entity.
Leny il Bourger afte Jeny.		
Mortgagor Terry D. Bowyer f/k/a Terry D B1 STATE OF INDIANA	anchard Mongagor المادة ال	Ģ
COUNTY OF Lake SS:		
Before me, a Notary Public in and for said County and State, this personally appeared. Terry D. Bowyer, formerly know	6th day of March n as Terry D. Blanchard	19_93
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.		$\sim$
The state of the s	Signature: Dammi Cololle	2
	Printed Name: <u>Tammi</u> Culture	P.(  Notary Public
My Commission Expires:		1-00
Mu County of Decidence in		100
(Q.Y.Q.		, Th

This instrument was prepared by ... Michael Smith. An: Officer of BAnk One, Merrillville, NA