80th Pl. Merrillville, IN 46410

EQUITY MONEY SERVICE REAL ESTATE MORTGAGE	BANK ONE.	BANK ONE, MERRILLVILLE, NA Mornifyllo, Indiana 46410	Date of Execution: July 14, 199	3
This mortgage evidences that93055202	Edward F. Siminski and Siminski, husband and w		lso known as Cheryl L.	
(hereinalter referred to jointly and	severally as the "Mortgagors") of	Lake	County, Indiana	
Merriliville, Indiana 46410 Lake County, Ij	) ("BANK ONE"), the following ndiana	g described real estate	main banking office at 1000 E. Both Place, e (the "Mortgaged Premises") in	
	vision of Mapleview Addi , recorded in Plat Book		of Crown Point, as per plat Office of the Recorder of	
Lake County, Indiana,	, 10002000 2 1220 2001			
, ,	Street, Crown Point, In		o o	
interests, easements and appurte connection with the Mortgaged Pri	nances belonging or pertaining thereto emises, and the rents, issues, income,	o, all fixtures and appliances no uses and profits of the Mortgi		l
This mortgage shall serve as not Agreement dated July 14,	lice to any and all persons that Mortg	agors and BANK ONE have er credit for Mortgagors in the	ntered into a sertain Equity Money Service amount of \$ 151,000	. =
(the "Equity Money Service Agreen	ient") which may be inspected at the off	ices of BANK ONE by any inter	rested persons. The terms and provisions of in this mortgage by reference with the same	.5
force and effect as though fully su	at forth herein. The folfillment and per	formance of the terms and co	onditions of the the Equity Money Service is BANK ONE to make future advances to	: <u>.</u> 3
Mortgagors under definite conditio	ns.	,		OWT.
MORTGAGORS agree that:  a) This mortgage is given to sec	cure the payment of all indebtedness e	videnced by or incurred pursua	int to the Equity Money Service Agreement	3.6
	the date of this mortgage and ending		<u>July 14, 2013;</u> , 19 on in the Equity Money Service Agreement.	7.5
c. All advances shall be evidence and with costs of collection to the e	ed by the Equity Money Service Agreem	ent and shall be payable withou Mortgagors' billing error rights,	t relief from valuation or appraisement laws, the indebtedness secured by this mortgage	֓֞֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓
d. The word "advances" as used	fin this mortgage shall mean loans of m	oney. In the event of any conflic	ts or inconsistencies between the terms of	
	e Equity Money Service Agreement, the covenant and agree with BANK ONE to		Bervice Agreement shall control.	()
			uity Money Service Agreement and in this	i
2. The lien of this mortgage is	orior and superior to all others here a	ed encumbrances against the	Mortgaged Premises, except that certain and Loan Association dated	5
mortgage described as follows: November 15, 1977 1	From Borrowers to India n the original amount o	ha Rederal Sawings f \$21,300.00	and Coan Association dated	<u>.</u> -
(the "Prior Mortgage"). Mortgagor	s agr <mark>de to 133 all sums wheredud an</mark> cht	a fine empetally obtains and f		
4. Mortgagors will keep the Ma	encumber nor permit any machanics' o ortgaged Premises in good repair, will no	it commit or permit waste the	reon, and will pay all taxes and assessments	i
levied or assessed against the Ma	rtgaged Premises or any part thereof	when due.	equate insurance against loss or destruction	
of the Mortoaged Premises on ac	count of fire, windstorm and other had	rands in amounts as required (	by BANK ONE. The insurance policies shall as their respective interests may appear	-  -
Mortgagors shall provide BANK 👊	NE with certificates evidencing the rec	juired insurance coverage.		
debit to the Equity Money Service <b>c</b>	redit line or otherwise. All sums advanc	ed and paid by BANK ONE shall	curity given by this mortgage by appropriate I become a part of the indebtedness secured	d
Agreement, Such sums may includ	e, but are not limited to. (i) insurance pr	emiums, taxes, assessments,	less evidenced by the Equity Money Service and liens which are or may become prior and	d
of this mortoage: (iii) all costs, expe	nses and attorneys' fees incurred by B	ANK ONE with respect to any a	<mark>be requ</mark> ired to establish and preserve the lier and all legal or equitable actions which relate	6
to this mortgage or to the Mortgag and (v) any sums due under the Pri	ed Premises; (iv) the cost of any repairs	to the Mortgaged Premises de	emed necessary or advisable by BANK ONE	:
7. BANK ONE shall be subrocat	ed to the rights of the holder of each lie	n or claim; paid with moneys sec	cured by this mortgage and, at its option, may the any way impairing its lien or releasing	У
Mortgagges from liability. If any def	ault shall occur in the payment of any in	stalment of indebtedness seco	ared by this mortgage, or in the performance	6
Mortoage, or if Mortoagors abando	in the Mortgaged <b>Premises, or are adm</b>	d <b>aed benkrupt, or if a trust</b> ee o	nent or the terms and conditions of the Prior rreceiver is appointed for Mortgagors or for	Ir
any part of the Mortgaged Premise BANK ONE's option, become imme	es, then and in any such event, <b>to the</b> e ediately due and payable without notice	<b>cleat permitted</b> by law, all inde , and this mortgage may be for	btedness secured by this mortgage shall, at reclosed accordingly. BANK ONE's waiver o	r of
herehy expressly waived by Morto:	ecors, and any one or more of BANK ON	VE's rights or remedies may be	se any right or option under this mortgage is enforced successively or concurrently. An	Ŋ
delay in enforcing any such right, c	or remedy shall not prevent its later e	nforcement so long as Morto	agors remain in default. In the event of the mises shall become the absolute property o	e
8. If all or any part of the Mortgons sales contract or any other means mortgage to be immediately due at	without the prior written consent of 8	rtgaged Premises is sold or tra JANK ONE, BANK ONE may, a	ansferred by Mortgagors by deed, conditiona t its option, declare all sums secured by this	al S
9. All rights and obligations of Nincure to the benefit of BANK ONE.	Mortgagors shall extend to and be bind	it this mortgage is executed by	presentatives, successors and assigns, and only one person, corporation, or other entity instrued accordingly.	d /.
En. DE		11. 0=	1. 01.085.	).
Mortgagor Edward F	Siminski	Mortgagor Cheryl Si	minski, a/k/a Cheryl L. Si	mins
STATE OF INDIANA		· <b>J</b>	<b>~</b>	
COUNTY OF Lake	SS:	/ u1.	, Iu1	
Before me, a Notary Public in and personally appeared	for said County and State, this1 F. Siminski and Chery1 ki, husband and wife	Siminski, also kn	own as Cheryl L. 19 93	<del>-</del>
and acknowledged the execution of l certify that I am not an officer				
WITNESS my hand and Notarial				
		Signature:	ten it & explace	-
		Printed Name	RI J. LICHTENFELD  Notary Public	_

pank One Merrillville, NA 1000 E. Debbie Rios Guzman/Loan Processing

EQUITY MONEY SERVICE REAL ESTATE MORTGAGE

This instrument was prepared by

Gabriel Szoke, An Officer of Bank One, Merrillville, NA

My Commission Expires: 10-17-1996

My County of Residence is: Lake