| ATTN: Debbie Rios Guzman/Loan PRoce EQUITY MONEY BERVICE 3056599 BANKEONE. This mortgage evidences that Gerald R. Nagy and Jan | BANK ONE, MERRILLVILLE, NA Date of Execution July 28, 1993 |
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| Merrillville, Indiana: 46410 ("BANK ONE"), the following Lake County, Indiana | Lake County, Indiana nal banking essociation with its main banking office at 1000°E. 80th Place, ng. described real estate (the "Mortgaged Premises") in |
| Lot 18 in Three Oaks First Addition to the 'recorded in Plat Book 46 page 56, in the Of Indiana. | |
| a/k/a: 1831 N. Indiana Place, Griffith, In | diana |
| | sed in connection with the Mortgaged Premises and all rights, privileges, to, all fixtures and appliances now or subsequently attached to or used in a uses and profits of the Mortgaged Premises. |
| Agreement dated <u>July 28</u> , 19 <u>93'</u> , establishing a line the "Equity Money Service Agreement") which may be inspected at the c the Equity Money Service Agreement, as the same may be amended fron lorce and effect as though fully set forth herein. The fulfillment and pi | gagors and BANK ONE have entered into a certain Equity Money Service of credit for Mortgagors in the amount of \$ _20,000 \(\tilde{\text{50}} \) of credit for Mortgagors in the amount of \$ _20,000 \(\tilde{\text{50}} \) offices of BANK ONE by any interested persons. The terms and provisions of a time to time, are incorporated in this mortgage by reference with the same erformance of the terms and conditions of the the Equity Money Service ery Service Agreement obligates BANK ONE to make future advances to |
| • | evidenced by or incurred pursuant to the Equity Money Service Agreement g with the close of business onJuly_28,_2013 |
| c. All advances shall be evidenced by the Equity Money Service Agreed and with costs of collection to the extent permitted by law. Subject only to | payment, at the rates agreed upon in the Equity Money Service Agreement ment and shall be payable without relief from valuation or appraisement laws, Mortgagors' billing error rights, the indebtedness secured by this mortgage the control of the c |
| his mortgage and the terms of the Equity Money Service Agreement, t | money. In the event of any conflicts or inconsistencies between the terms the terms of the Equity Money Service Agreement, shall control? |
| Mortgagors jointly and severally covenant and agree with BANK ONE 1. 'Mortgagors will pay all indebtedness secured by this mortgage nortgage, with attorneys' fees, and without relief from valuation or approximately from valuation or approximately from the provided by the secured by the sec | when due, as provided in the Equity Money Service Agreement and in his |
| nortgage described as follows: From Fortchiers to Called Percentage 19. 19.8 | etinational dated May 1/11 1978 and |
| he."Prior Mortgage"). Mortgagors agree to pay all sums when due and 3. (Mortgagors will not further encumber nor permit any mechanics | to fully abide by all terms and canditions of the Prior Mortgage. |
| yied or assessed against the Mortgaged Premises or any part thereo | nousprimition permit waste thereon, and will pay all taxes and assessment f when due. |
| f the Mortgaged Premises on account of fire, windstorm and other h | ANK ONE, and keep in effect edequate insurance against loss or destruction exercise in amounts as required by BANK ONE. The insurance policies sha tgegge, and to the Mortgagors as their respective interests may appear equired insurance coverage. |
| ebit to the Equity Money Service credit line or otherwise. All sums advar | to protect and preserve the security given by this mortgage by appropriate aced and paid by BANK ONE shall become a part of the indebtedness secure ame rate as all other indebtedness evidenced by the Equity Money Service |
| greement. Such sums may include, but are not limited to, (i) insurance penior to this mortgage; (ii) the cost of any title evidence or surveys which f this mortgage; (iii) all costs, expenses and attorneys' fees incurred by | premiums, taxes, assessments, and liens which are or may become prior an Lin BANK ONE's discretion may be required to establish and preserve the lie BANK ONE with respect to any and all legal or equitable actions which relat |
| o this mortgage or to the Mortgaged Premises; (iv) the cost of any regard nd (v) any sums due under the Prior Mortgage: | e, to the Mortgaged Premises deemed necessary or advisable by BANK ONE en or claim paid with moneys secured by this mortgage and, at its option, ma |
| xtend the time of payment of any part or all of the indebtedness se Aprtagors from liability. If any default shall occur in the payment of any | cured by this mortgage without in any way impairing; its lien or releasing the indeptedness secured by this mortgage, or in the performance |
| fortgage, on if Mortgagors abandon the Mortgaged Premises, or are ad | e Equity Mosey Service Agreement or the terms and conditions of the Pric odged bankrupt, or if a trusted or receiver is appointed for Mortgagors or fo extent permitted by law, all indebtedness secured by this mortgage shall, a b, the this mortgage may be foreclosed accordingly. BANK ONE's waiver |
| iny default shall not operate as a waiver of other defaults: Notice by BAI pereby expressly waived by Mortgagors, and any one or more of BANK (| NK ONE of its intention to exercise any right or option under this mortgage i ONE's rights or remodies may be enforced successively or concurrently. An enforcement so long as Mortgagors remain in default. In the event of th |
| preclosure of this mortgage all abstracts of title and all title insurance IANK ONE. | policies for the Mortgaged Premises shall become the absolute property of a conditional property of the state |
| ales contract or any other means without the prior written consent of nortgage to be immediately due and payable. | BANK ONE, BANK ONE may, at its option, declare all sums secured by thi |
| 9. All rights and obligations of Mortgagors shall extend to and be bin neure to the benefit of BANK ONE, its successors and assigns. In the evolved "Mortgagors" shall mean "Mortgagor," and the terms and provision. | |
| Suld K Nagy | Januce / /agy 2 w |
| Mortgagor Gerald R. Nagy STATE OF INDIANA | Mortgagor Janice Nagy CC GALL |
| COUNTY OF Lake SS: | FC N "GF |
| defore me, a Notery Public in and for said County and State, thisersonally appearedGerald_RNagy_ and Janice_Nage_Nage_State | |
| 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. | |
| | Signature: MARY A WICCIUS Notary Public |
| My Commission Expires: | inutary, Publi |
| My County of Residence is: | - :\t. |
| This instrument was prepared by | · · |

Gabe Szoke, An Officer of Bank One, Merrillville, NA FORM 5132-033

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