

94003390

Bank One, Merrillville, IN

Date of Execution November 29, 1993

This mortgage evidences that Victor Hoernig and Vicki Hoernig, husband and wife

13351 W. 173rd Avenue, Lowell, Indiana 46356

(hereinafter referred to jointly and severally as the "Mortgagors") of Lake County, Indiana

MORTGAGE and WARRANT to Bank One, Merrillville, IN, a national banking association with its main banking office at 1000 E. 80th Pl., Merrillville, IN 46410 ("Bank One"); the following described real estate (the "Mortgaged Premises") in Lake County, Indiana

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

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 Bank One Home Equity Line Agreement dated November 29, 1993, establishing a line of credit for Mortgagors in the amount of \$ 50,000.00 (the "Bank One Home Equity Line Agreement") which may be inspected at the offices of Bank One by any interested persons. The terms and provisions of the Bank One Home Equity Line 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 Bank One Home Equity Line Agreement as originally executed by the Mortgagors and Bank One under the Bank One Home Equity Line Agreement obligates Bank One to make future advances to Mortgagors under definite conditions.

MORTGAGORS Agree That:

a. This mortgage is given to secure the payment of all indebtedness evidenced by or incurred pursuant to the Bank One Home Equity Line Agreement now or in the future, beginning with the date of this mortgage and ending with the close of business on November 29, 2013

b. Interest on each advance shall accrue from the date made until repayment, at the rates agreed upon in the Bank One Home Equity Line Agreement.

c. All advances shall be evidenced by the Bank One Home Equity Line Agreement and shall be payable without relief from valuation or appraisal 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 Bank One Home Equity Line Agreement, the terms of the Bank One Home Equity Line 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 Bank One Home Equity Line Agreement and in this mortgage, with attorneys' fees, and without relief from valuation or appraisal laws.

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 Bank of Highland dated November 19, 1992 in the original amount of \$50,000.00 (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 nor permit any mechanics' or 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 causes in accordance 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 Bank One Home Equity Line 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 bear interest from date of payment at the same rate as all other indebtedness evidenced by the Bank One Home Equity Line 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 lien or claim 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 installment of indebtedness secured by this mortgage, or in the performance of any covenant or agreement of Mortgagors under this mortgage or the Bank One Home Equity Line Agreement or the terms and conditions of the Prior Mortgage, or if Mortgagors abandon the Mortgaged Premises, or are adjudged bankrupt, or if a trustee or receiver is appointed for 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 mortgage may be foreclosed accordingly. Bank One's waiver of any default shall not operate as a waiver of other defaults. Notice by Bank One of its 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 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 Mortgage 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 shall inure 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, the word "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be construed accordingly.

Victor Hoernig Mortgagor Vicki Hoernig Mortgagor

STATE OF INDIANA SS:

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, this 29th day of November, 19 93 personally appeared Victor Hoernig and Vicki Hoernig, husband and wife

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: [Signature]
Printed Name: [Name]
Notary Public

My Commission Expires: 8.17.96

My County of Residence is: LAKE

This instrument was prepared by Gabe Szoke, An Officer of Bank One, Merrillville, NA

TICOR TITLE INSURANCE
Crown Point, Indiana

183282

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STATE OF INDIANA
NOV 29 1993
RECORDED
10 24 AM '93

[Handwritten initials]

EXHIBIT "A"

PARCEL I: The East 280 feet of part of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 33 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 19; thence South along the West line of said 1/4 1/4 Section 1153.62 feet to the Northwest corner of the property described in Deed Record 264, page 542; thence East along the North line of said property 57 rods to the Southwest corner of the property described in Deed Record 1266, page 596; thence North along the West line of said property to the North line of said Northwest 1/4 of the Northeast 1/4 of Section 19; thence West along the North line of said 1/4 1/4 Section 57 rods to the point of beginning.

PARCEL II: Part of the Northeast 1/4 of Section 19, Township 33 North, Range 9 West of the of the 2nd P.M., described as commencing at a point on the West line of said Northeast 1/4, 1298.6 feet North of the Southwest corner of said Northeast 1/4, running thence East 1324.6 feet to a point 1209.9 feet North of the South line of said Northeast 1/4, thence North 281.7 feet; thence West 1324.5 feet to a point on the West line of said Northeast 1/4, which point is 1490 feet North of the Southwest corner of said Northeast 1/4, thence South 281.4 feet to the place of beginning, in Lake County, Indiana, except the West 660.50 feet thereof. This Document is the property of a/k/a: 13351 W. 173rd Avenue, Lowell, Indiana

Document is NOT OFFICIAL
the Lake County Recorder!

