Billie R. Sexton and Sandra S. Sexton, husband and wife

BANKĒONE

94029982

Bank One Home Equity Line Real Estate Mortgage

This mortgage evidences that ___

Date of Execution March 19, 1994

	fith, Indiana 46319
MORTGAGE and WARRANT to Bank One, Merrillville, NA, a national banki	ke County, Indiana ng association with its main banking office at 1000 East 80th Place, Merrillville,
Indiana 46410 ("Bank One"), the following described real estate (the "Mortgag Lot 74 in South Acres 3rd Add., as per plat the	
Office of the Recorder of Lake County, Indiana,	
a/k/a: 7052 W. 70th Place, Griffith, Indiana.	Ö
together with all improvements now or subsequently situated on, or used i easements and appurtenances belonging or pertaining thereto, all fixtures a Mortgaged Premises, and the rents, issues, income, uses and profits of the N	n connection with the Mortgaged Premises and all rights, privileges, interests, and appliances now or subsequently attached to or used in connection with the lortgaged Premises.
This mortgage shall serve as notice to any and all persons that Mortga	gors and Bank One have entered into a certain Bank One Home Equity ton
the Bank One Home Equity Line Agreement, as the same may be amended force and effect as though fully set forth herein. The fulfillment and performa	from Mongagors in the amount of \$\frac{3}{5}\cdot{3}\c
MORTGAGORS Agree That:	Ž
 This mortgage is given to secure the payment of all indebtedness evenow or in the future, beginning with the date of the mortgage and ending with 	idenced by or incurred pursuant to the Bank One Home Equity Line Agreement the close of business on March 19, 2014 19
b. Interest on each advance shall accrue from the date made until repays	ment, 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 laws, and with costs of collection to the extent permitted by law. Subject on from time to time shall be determined by Bank One's books and records.	Agreement and shall be payable without relief from valuation or appraisement by to Mortgagors' billing error rights, the indebtedness secured by this mortgage
d. The word "advances" as used in this mortgage shall mean loans of mortgage and the terms of the Bank One Home Equity Line Agreement, the	noney. In the event of an conflicts or inconsistencies between the terms of this erms of the Bank One Home Equity Line Agreement shall control.
Mortgagors jointly and severally covenant and agree with Bank One that:	FICIAL:
 Mortgagors will pay all indebtedness secured by this mortgage who mortgage, with attorneys fees, and without relief from valuation or appraisen 	n due, as provided in the Bank One Home Equity Line agreement and in this nent laws.
2 The hen of this mortgage is prior and superior to all other liens and described as follows: From Borrowers to Security Fede; February 17, 1978 in the original amount (the "Prior Mortgage") Mortgagors agree to pay all sums when due and to fu	encumbrances against the Mortgaged Premises, except that certain mortgage cal. Savings and Loan Association dated of \$25,000.00
3. Mortgagors will not further encumber nor permit any mechanics' or ma	
4. Mortgagors will keep the Mortgaged Premises in good repair, will no or assessed against the Mortgaged Premises or any part thereof when due.	t commit or permit waste thereon, and will pay all taxes and assessments levied
Mortgaged Premises on account of fire, windstorm and other hazards in a	k One, and keep in effect adequate insurance against loss or destruction of the mounts as required by Bank One. The insurance policies shall contain clauses tagagors as their respective interests may appear. Mortgagors shall provide Bank
the Bank One Home Equity Line credit line or otherwise. All sums advanced mortgage and shall bear interest from date of payment at the same rate as a Such sums may include, but are not limited to, (i) insurance particles and mortgage; (ii) the cost of any title evidence or surveys which in Bank One's all costs, expenses and attorneys' fees incurred by Bank One with respect	protect and preserve the security given by this mortgage by appropriate debit to and paid by Bank One shall become a part of the indebtedness secured by this all other indebtedness evidenced by the Bank One Home Equity Line Agreement. xes, assessments, and liens which are or may become prior and senior to this discretion may be required to establish and preserve the lien of this mortgage; (iii) to any and all legal or equitable actions which relate to this mortgage or to the sederned necessary or advisable by Bank One; and (v) any sums due under the
extend the time of payment of any part or all of the indebtedness secured by liability. If any default shall occur in the payment of any installment of Indiagreement of Mortgagors under this mortgage or the Bank One Home E Mortgagors abandon the Mortgaged Premises, or are adjudged bankrupt Mortgaged Premises, then and in any such event of the extent permitted become immediately due and payable without notice, and this mortgage may as a waiver of other defaults. Notice by Bank One of its Intention to extend the payable without one of the intention to extend the payable without one of the intention to extend the payable without one of the intention to extend the payable without one of the payable without one of the payable without notice, and the payable wit	en or claim paid with moneys secured by this mortgage and, at its option, may this mortgage without in any way impairing its lien or releasing Mortgagors from ebtedness secured by this mortgage, or in the performance of any covenant or quity Line Agreement or the terms and conditions of the Prior Mortgage, or if, or if a trustee or receiver is appointed for Mortgagors or for any part of the by law, all indebtedness secured by this mortgage shall, at Bank One's option, ay be foreclosed accordingly. Bank One's waiver of any default shall not operate ercise any right or option under this mortgage is hereby expressly waived by a enforced successively or concurrently. Any delay in enforcing any such right or in in default. In the event of the foreclosure of this mortgage all abstracts of title absolute property of Bank One.
 If all or any part of the Mortgaged Premises or any interest in the Mo contract or any other means without the prior written consent of Bank One immediately due and payable. 	ortgage Premises is sold or transferred by Mortgagors by deed, conditional sales , Bank One may, at its option, declare all sums secured by this mortgage to be
9. All rights and obligations of Mortgagors shall extend to and be bind inure to the benefit of Bank One, its successors and assigns. In the event th "Mortgagors" shall mean "Mortgagor," and the terms and provisions of this man the state of the state o	ing upon their several heirs, representatives, successors and assigns, and shall is mortgage is executed by only one person, corporation, or other entity, the word nortgage shall be construed accordingly.
Morigagor Billie R. Sextón Mori	gagor Sandra S. Sexton
STATE OF INDIANA	
COUNTY OF Lake Before me, a Notary Public in and for said County and State, this 19 personally appeared Billie R. Sexton and Sandra S	
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. Sign	nature: Hyon L
<u> </u>	ted Name: Hyon Jin kwak
My Commission Expires: 12–15–97	Notary Public
My County of Residence is:	

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