

BANK ONE

Bank One, Merrillville, NA
Member FDIC

940311603

94ARR27 AM10130

Bank One Home Equity Line
Real Estate Mortgage

SAMUEL D. ORLIE, Notary Public
RECORDER March 16, 1994

This mortgage evidences that John P. Henderson
444 E. 60th Place, Merrillville, Indiana 46410

(hereinafter referred to jointly and severally as the "Mortgagors") of LaKe County, Indiana
MORTGAGE and WARRANT to Bank One, Merrillville, NA, a national banking association with its main banking office at 1000 East 80th Place, Merrillville, Indiana 46410 ("Bank One"), the following described real estate (the "Mortgaged Premises") in LaKe County, Indiana

See the 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 March 18, 1994, establishing a line of credit for Mortgagors in the amount of \$ 21,000.00 (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 are additionally secured by this mortgage. 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 the mortgage and ending with the close of business on March 18, 2014.
- 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 errors, 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 mortgages described as follows: From Borrowers to Security Federal Savings and Loan Association dated August 28, 1985 in the original amount of \$26,000.00 (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 hazards in amounts 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 or 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 other 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 assets, rights 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 Mortgaged 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.

John P. Henderson
Mortgagor John P. Henderson

Mortgagor

STATE OF INDIANA

SS:

COUNTY OF LaKe

Before me, a Notary Public in and for said County and State, this 18th day of March, 1994

personally appeared John P. Henderson

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: Samuel D. Orlie

My Commission Expires: 10-21-96

My County of Residence is: LaKe

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

TIGOR TITLE INSURANCE

Document is NOT OFFICIAL

This Document is the property of the Lake County Recorder!

10/16/94
800
#10

EXHIBIT "A"

Parcel 24-1 being a part of Phase "I" of Lot 1, Old Airport Addition, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 38 page 99, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Lot 1, thence South 89 degrees 44 minutes 50 seconds East along the South Line of Lot 1, 134.67 feet, thence North 36 degrees 15 minutes 10 seconds East 818.17 feet, thence South 53 degrees 44 minutes 50 seconds East 22.50 feet to the point of beginning, thence continuing South 53 degrees 44 minutes 50 seconds East 35.06 feet, thence South 36 degrees 15 minutes 10 seconds West 45.00 feet, thence North 53 degrees 44 minutes 50 seconds West, 35.06 feet, thence North 36 degrees 15 minutes 10 seconds East, 45.00 feet to the point of beginning.

a/k/a: 444 E. 60th Place, Merrillville, Indiana.

