This instrument was prepared by:

- PORM 7563

Gabe Szoke, An Officer Of Bank One, Merrillville, NA



*BANK ONE, MERRILLVILLE, NA LOAN PROCESSING DEPARTMENT 1000 EAST 80th PLACE MERRILLVILLE, INDIANA 46410

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Date of Execution November 30, 1994

2611 E. 10th St.	Teresa M. Cooper, husband and Hobart, TN 46342	
ereinafter reterred to jointly and severally as the "Mortgagors") of	Lake County	Indiana
DRTGAGE and WARRANT to Bank One. Merritiville, NA. a nation lians 48410 ("Bank One"), the following described real estate (the	Mortgaged Premises") in Lake County	IT 1000 East 80th Place, Merninnie Indiana
SEE ATTACHED EXHIBI	T "A" FOR COMPLETE LEGAL DESCRI	PTION
pether with all improvements now or subsequently situated on, o sements and appurenances belonging or pertaining thereto, all fo prigaged Premises, and the rents, issues, income, uses and profits	ktures and appliances now or subsequently attache	and all rights, privileges, interesti ed to or used in connection with th
This mortgage shall serve as notice to any and all persons that reement dated <u>November 30.</u> , 19.94. establishing a im a "Bank One Home Equity Line Agreement") which may be inspected by the Home Equity Line Agreement, as the same may be a seal effect as though fully set forth herein. The fulfillment and it is additionally secured by this mortgage. The Bank One Home Equitinite conditions.	e of credit for Mortgagors in the amount of \$7.6. oted at the offices of Bank One by any interested p nended from time to time, are incorporated in this in terformance of the items and conditions of the Ren	ersons. The terript line provisions normage by reference, with the same k One Home Equity Line Agreementure advances in Mongagors und
MORTGAGORS Agree That:		首直 章 音
a. This mortgage is given to secure the payment of all indebted w or in the future, beginning with the date of the mortgage and end	ness evidenced by or incurred pursuant to the Baning with the close of business onNovember_3	k One Home Equity Line Agreeme
b. Interest on each advance shall accrue from the date made un	il 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 Eq ws. and with costs of collection to the extent permitted by law. Su orn time to time shall be determined by Bank One's books and reco	bject only to Mongagors' billing error rights, the indi	elief from valuation or appraiseme abtedness secured by this mortgage
d. The word "advances" as used in this mortgage shall mean kortgage and the terms of the Bank One Home Equity Line Agreement	ens of money. In the event of an conflicts or incon ent; the terms of the Bank One Home Equity Line Ag	sistencies between the terms of the
Mortgagors jointly and severally covenant and agree with Bank Or	ent is the property of	
Mortgagors will pay all indebtedness secured by this mortgoring or a with attorneys' fees, and without relief from valuation or a secured by this mortgoring.	ge when due, as provided in the Bank One Home	Equity Line Agreement and in the
2. The lien of this mortgage is prior and superior to all other liescribed as follows:	ens and encumbrances against the Mortgaged Pre	mises, except that certain mortgs
e "Prior Mortgage"). Mortgagors agree to pay all sums when due	and to fully abide by all terms and conditions of the F	Prior Montgage.
3. Mongagors will not further encumber nor permit any mechan	cs' or materialmen's liens to attach to the Mongage	Premises.
4. Mortgagore will keep the Mortgaged Premises in good repair	saille man mannais de mannais sameta étamana and saille	
assessed against the Mortgaged Premises or any part thereof with a Mortgagers will obtain from insurance companies acceptable	en due. to Bank One, and keep in effect adequate insural into in amounts as required by Bank One. The inc	nce against loss or destruction of
5. Mortgagors will obtain from insurance companies acceptable origaged Premises on account of fire, windstorm and other hazz along all sums payable to Bank One, the prior Mortgagee, and to me with certificates evidencing the required insurance coverage. 6. Bank One may, at its option, advance and pay all sums necessary and the same and the	en due. It to Bank One, and keep in effect adequate insural inde in amounts as required by Bank One. The ine the Mortgagors as their respective interests may agree as all other indebtedness evidenced by the Barrate in the security is discretion may be required to establish and it respect to any and all legal or equitable actions we	this mortgage by appropriate debit of the indebtedness secured by the form of the indebtedness of the inde
assessed against the Mortgaged Premises or any part thereof who ortgaged Premises on account of fire, windstorm and other hazz along all sums payable to Bank One, the prior Mortgages, and to me with certificates evidencing the required insurance coverage. 6. Bank One may, at its option, advance and pay all sums need a Bank One Home Equity Line chedit line or otherwise. All sums accordage and shall bear interest from date of payment at the same uch sums may include, but are not limited to, (i) insurance premortgage; (ii) the cost of any title evidence or surveys which in Bank costss, expenses and attorneys' fees incurred by Bank One with ortgaged Premises; (iv) the cost of any repairs to the Mortgaged nor Mortgage. 7. Bank One shall be subrogated to the rights of the holder of kiend the time of payment of any part or all of the indebtedness ability. If any default shall occur in the payment of any installine preement of Mortgagors under this mortgage or the Bank One lortgaged Premises, then and in any such event of the extent percent mediately due and payable without notice, and this mortgaged Premises, then and in any such event of its intenticent of the indepted premises, then and in any such event of the extent percent mediately due and payable without notice, and this mortgaged premises, and any one or more of Bank One's rights or remediatement of the payment of the intenticent payable without notice, and this mortgagers, and any one or more of Bank One's rights or remediatements of the payable without notice, and this mortgagers, and any one or more of Bank One's rights or remediatements of the payable without notice, and this mortgagers, and any one or more of Bank One's rights or remediatements of the payable without notice of the indepted payable without notice, and this mortgagers, and any one or more of Bank One's rights or remediatements.	en due. It to Bank One, and keep in effect adequate insural inds in amounts as required by Bank One. The inside in amounts as required by Bank One. The inside Mortgagors as their respective interests may agree the Mortgagors as their respective interests may agree as all other indebtedness evidenced by the Barkums, taxes, assessments, and liens which are or cone's discretion may be required to establish and it cone's discretion may be required to establish and it respect to any and all legal or equitable actions we remises deemed necessary or advisable by Bank (if each lien or claim paid with moneys secured by the toll indebtedness secured by this mortgage, or in thome Equity Line Agreement or the terms and construct, or if a trustee or receiver is appointed formitted by law, all indebtedness secured by this mortgage may be foreclosed accordingly, Bank One's we may be enforced successively or concurrently. An or sevent in default. In the event of the foreclosure or remain in default. In the event of the foreclosure	this mortgage and, at its option, regits lien or teleasing drumbers and (v) any sums due under the mortgage and, at its option, regits lien or the Prior Mortgage, to one; and (v) any sums due under the performance of any covenant of the performance of the performance of any covenant of the performance of the performance of any covenant of the performance of the p
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Assessed against the Mortgaged Premises or any part thereof with the second process of account of fire, windstorm and other hazz along all sums payable to Bank One, the prior Mortgages, and to me with certificates evidencing the required insurance coverage. 6. Bank One may, at its option, advance and pay all sums necessary and some state of payment at the same ortgage and shall bear interest from date of payment at the same such sums may include, but are not limited to, (i) insurance premortgage; (ii) the cost of any title evidence or surveys which in Bani ortgage; (iii) the cost of any title evidence or surveys which in Bani ortgaged Premises; (iv) the cost of any repairs to the Mortgaged nor Mortgage. 7. Bank One shall be subrogated to the rights of the holder of the time of payment of any part or all of the indebtedness subility. If any default shall occur in the payment of any installine prement of Mortgagors under this mortgage or the Bank One longaged Premises, then and in any such event of the extent present in the mortgaged Premises, then and in any such event of the extent present in the first payable without notice, and this mortgaged Premises, then and in any such event of the extent present in the distribution of the Mortgaged Premises shall be come immediately due and payable without notice, and this mortgagen, and any one or more of Bank One's rights or remediately due and payable. 8. If all or any part of the Mortgaged Premises or any interest ontract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entract or any other means without the prior written consent of Entraction and payable. 9. All rights and obligations of Mortgagors shall extend to and foreign of the Mortgago	et to Bank One, and keep in effect adequate insural inds in amounts as required by Bank One. The insithe Mortgagors as their respective interests may as the Mortgagors as their respective interests may as the Mortgagors as their respective interests may as a parate as all other indebtedness evidenced by the Bark interest, assessments, and liens which are or One's discretion may be required to establish and it respect to any and all legal or equitable actions we remises deemed necessary or advisable by Bank (it of Indebtedness secured by this mortgage, or in Home Equity Line Agreement or the terms and contributed by law, all indebtedness secured by this in gage may be foreclosed accordingly. Bank One's we can to exercise any right or option under this mort is may be enforced successively or concurrently. An ore remain in default. In the event of the foreclosure of the Mortgago Premises is sold or transferred by lank One, Bank One may, at its option, declare all the binding upon their several heirs, representative event this mortgago is executed by only one person	this mortgage by appropriate debit of the indebtedness secured by this mortgage by appropriate debit of the indebtedness secured by the One Home Equity Line Agreemmy become prior and senior to preserve the lien of this mortgage or to One; and (v) any sums due under this mortgage and, at its option, regits in or releasing Mortgagors in the performance of any covenant of the performance of any covenant of the performance of the Prior Mortgage, confidence of the Prior Mortgage, confidence of any default shall not ope gage is hereby expressly waived by delay in enforcing any such right of this mortgage all abstracts of Mortgagors by deed, conditional assums secured by this mortgage to
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5. Mortgagors will obtain from insurance companies acceptable ongaged Premises on account of fire, windstorm and other hazz along all sums payable to Bank One, the prior Mortgagee, and to me with certificates evidencing the required insurance coverage. 6. Bank One may, at its option, advance and pay all sums neckle Bank One Home Equity Line chedit line or otherwise. All sums a cortgage and shall bear interest from date of payment at the same uch sums may include, but are not limited to, (i) insurance preir longage; (ii) the cost of any title evidence or surveys which in Bank contingaged Premises; (iv) the cost of any repairs to the Mortgaged increased Premises; (iv) the cost of any repairs to the Mortgaged increased Premises; (iv) the cost of any repairs to the Mortgaged increased Premises; (iv) the cost of any part or all of the indebtedness as ability. If any default shall occur in the payment of any installine greement of Mortgagors under this mortgage or the Bank One fortgagors abandon the Mortgaged Premises, or are adjudged Premises, then and in any such event of the extent percome immediately due and payable without notice, and this more a waiver of other defaults. Notice by Bank One of its intentifications are mortgaged Premises, then and in any such event of the extent percome immediately due and payable without notice, and this more a waiver of other defaults. Notice by Bank One of its intentifications are provent its later enforcement so long as Mortgagend all title insurance policies for the Mortgaged Premises or any interest contract or any other means without the prior written consent of Emmediately due and payable. 9. All rights and obligations of Mortgagors shall extend to an interest to the benefit of Bank One, its successors and assigns. In the Mortgagor Donald Cooper Mortgagor Donald Cooper STATE OF INDIANA	to Bank One, and keep in effect adequate insural inds in amounts as required by Bank One. The inside in amounts as required by Bank One. The inside Mortgagors as their respective interests may agree as a second paid by Bank One shall become a pair rate as all other indebtedness evidenced by the Barkiums, taxes, assessments, and liens which are or cone's discretion may be required to establish and irrespect to any and all legal or equitable actions we remises deemed necessary or advisable by Bank of each lien or claim paid with moneys secured by the course of the part of indebtedness secured by this mortgage, or in the Home Equity Line Agreement or the terms and construct, or if a trustee or receiver is appointed formitted by law, all indebtedness secured by this mortgage may be foreclosed accordingly. Bank One's we are to exercise any right or option under this morts as may be enforced successively or concurrently. An ore remain in default. In the event of the foreclosure of the Absolute property of Bank One. In the Mortgage Premises is sold or transferred by lank One, Bank One may, at its option, declare all event this mortgage shall be construed accordingly. Mortgagor Teresa M. Cooper Mortgagor Teresa M. Cooper	this mortgage by appropriate debit of the indebtedness secured by this mortgage by appropriate debit of the indebtedness secured by the One Home Equity Line Agreemently become prior and senior to the indebtedness secured by the One Home Equity Line Agreemently become prior and senior to the indebtedness secured by the nestre to this mortgage or to one; and (v) any sums due under this mortgage and, at its option, rights lien or releasing Mortgagors to the performance of any covenant orditions of the Prior Mortgage, correctly default shall not opegage is hereby expressly waived by delay in enforcing any such rights of this mortgage all abstracts of Mortgagors by deed, conditional assums secured by this mortgage to se, successors and assigns, and in, corporation, or other entity, the terminal control of the control of the performance of the
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The West 1/2 of the West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, Lake County, Indiana, except the South 15 feet of the North 35 feet of the East 34.34 feet thereof and except the South 5 feet of the North 25 feet except the East 34.34 feet thereof.

A/k/a 2611 E. 10th St., Hobart CIN 46342nt is

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