BANK ONE, MERRILLVILLE, NA 1000 F 34 0.850 142 MENT MERRILLVILLE, INDIANA 46410

## STATE OF INDIANA FILED FOR RECORD

94 DEL: 16 Decemb 09 6, 1994

SAMUEL ORLICH

Bank One Home Equity Line Roal Estato Mortgage

Gregory M. Crider and Michele M. Crider, husband and The This mortgage evidences that

(hereinalter referred to jointly and severally as the "Mortgagors") of Incrementar referred to iointiv and severally as the "Mongagors") of Lake

County, Indiana

County, Indiana

MORTGAGE and WARRANT to Bank One. Merrillyille. NA. a national banking association with its main banking office at 1000 East 80th Place. Merrillyille Lake indiana 46410 ("Bank One"), the following described real estate (the "Mortgaged Premises") in Lake County, Indiana

Lot 27 in Indian Ridge Addition Unit 1, to the City of Crown Point, as per plat thereof, recorded in Plat Book 46 page 141, in the Office of the Recorder of Lake County, Indiana. na/k/a 9737 Johnson, Crown Point, Indiana

() 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.

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:

- 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 appraisement 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.
- The word "advances" as used in this mongage shall mean loans of money. In the event of an 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:

- Mortgagors will pay all indebtedness secured by this mortgage when due, as provided in the Bank One Home Equity Line Agreement and in this 1. Mongagors will pay all illude without relief from valuation or appraisement taws.
- 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 tollows: From Borrowers to Keycorp dated April 12, 1993 and recorded April 27, 1993

(the "Prior Mortgage"). Mortgager's 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 Mortgage 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 Mortgagod 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 Mortgagoe, and to the Mortgagors as their respective interests may appear. Mortgagors shall provide Bank One with pertificates 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 githe 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 Emortgage; (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) ratio 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 EMortgaged 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 Sextend the time of payment of any part of all of the indeptedness secured by this mortgage, or in the payment of any coverant of Disbitity. It any default shall occur in the payment of any installment of indebtedness secured by this mortgage, or in the performance of any coverant of agreement of Mortgagors under this mortgage or the Bank One Home Equity Line Agreement or the terms and conditions of the Prior Mortgagors abandon the Mortgagors or for any part of the Mortgagors abandon the Mortgagors or for any part of the Mortgagors abandon the Mortgagors or for any part of the Mortgagors and in any such event of 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 default is later enforcement so long as Mortgagors remain in default. In the event of the foreclosure of this mortgage all abstracts of title remady chall 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 ar	nd obligations	of Mortgagors shall	i extend to and t	pe binding upon ti	heir several hi	eirs, representatives,	successors and as	signs, and shall
inure 1	o the benefit	t of Bank One	, its successors and	assigns. In the e	event this mortgag	e is executed	by only one person,	corporation, or other	entity, the word
"Morte	agors" shall	mean "Mongi	agor," and the terms	and provisions of	of this mortgage si	nali be co <b>as</b> tru	ied accordingly.		
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Mongagor/ Gregory M. Crider	Mortgagor	Michele M.	Crider	
STATE OF INDIANA SS		• .1		
COUNTY OF Lake Before me. a Notary Public in and for said County and State, this	6th	day of	December	. 19 94
personally appeared Gregory M. Crider and Micho	⊋Le_M,_Cri	der, hysban	d and wife,	
and acknowledged the execution of the foregoing mortgage		1		

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 10-19-1997

My County of Residence is Lake

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

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