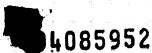


FORM 7563

Bank One Home Equity | Real Estate Mortgage



STATE OF INDIANAL STATE COUNTY FILED FOR RECORD

94 DEC 22 AMarch Execution November 23, 1994

of-

This mortgage evidences that Thongdy Rounnharaj 2842 Burge Dr., Crown	and Sinhsack ringer Den; husband and wife
(hereinafter reterred to jointly and severally as the "Mortgagors") of	Lake County. Indiana al banking association with its main banking office at 1000 East 80th Place. Merrillyille
Lot 84 in Burge Estates, as per plat then the Recorder of Lake County, Indiana, and August 31, 1993 as Document No. 93057000	reof, recorded in Plat Book 74 page 27, in the Offic d amended by a Certificate of Correction recorded
together with all improvements now or subsequently situated on, or	r used in connection with the Morigaged Premises and all rights, privileges, interests xtures and appliances now or subsequently attached to or used in connection with the
Agreement dated November 23, 19 94., establishing a line (the "Bank One Home Equity Line Agreement") which may be inspective Bank One Home Equity Line Agreement, as the same may be an force and effect as though fully set forth herein. The fulfillment and p	Mortgagors and Bank One have entered into a certain Bank One Home Equity Line of credit for Mortgagors in the amount of \$\frac{15.000.00}{15.000.00}\$. The terms and provisions of mended from time to time, are incorporated in this mortgage by reference with the same performance of the items and conditions of the Bank One Home Equity Line Agreement uity Line Agreement obligates Bank One to make future advances to Mortgagors under
MORTGAGORS Agree That:	
 a. This mortgage is given to secure the payment of all indebteds now or in the future, beginning with the date of the mortgage and end 	ness evidenced by or incurred pursuant to the Bank One Home Equity Line Agreementing with the close of business on <u>November 23, 2009</u> 19
b. Interest on each advance shall accrue from the date made unt	ill 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 Equiaws, and with costs of collection to the extent permitted by law. Sut from time to time shall be determined by Bank One's books and recollection.	uity Line Agreement and shall be payable without relief from valuation or appraisement bject only to Mongagors' billing error rights, the indebtedness secured by this mongage rds.
d. The word "advances" as used in this mortgage shall mean to mortgage and the terms of the Bank One Home Equity Line Agreeme	pans of money. In the event of an conflicts or inconsistencies between the terms of this ent; the terms of the Bank One Home Equity Line Agreement shall control.
Mortgagors jointly and severally covenant and agree with Bank On	
mortgage, with attorneys' fees, and without relief from valuation or ap	
2. The lien of this mortgage is prior and superior to all other lie described as follows: From Borrowers to Security	ens and encumbrances against the Mortgaged Premises, except that certain mortgage Federal Bank dated August 22, 1994
in the original amount of \$\footnote{1}\$ (the "Prior Mortgage"). Mortgagors agree to pay all sums when due a	1.35 000 00 all terms and conditions of the Prior Mortgage.
3. Mortgagore will not further encumber nor permit any mechanic	es' or materialmen's liens to attach to the Mortgage Premises.
4. Mortgagors will keep the Mortgaged Premises in good repair, or assessed against the Mortgaged Premises or any part thereof whe	will not commit or permit waste thereon, and will pay all taxes and assessments levied on due.
Mortgaged Premises on account of fire, windstorm and other hazar	to Bank One, and keep in effect adequate insurance against loss or destruction of the rds in amounts as required by Bank One. The insurance policies shall contain clause the Mortgagors as their respective interests may appear. Mortgagors shall provide Bank
the Bank One Home Equity Line credit line or otherwise. All sums at mortgage and shall bear interest from date of payment at the same of Such sums may include, but are not limited to, (i) insurance in Bank all costs, expenses and attorneys' fees incurred by Bank One with	saary to protect and preserve the security given by this mortgage by appropriate debit to divanced and paid by Bank One shall become a part of the indebtedness secured by this rate as all other indebtedness evidenced by the Bank One Home Equity Line Agreement ums, taxes, assessments, and liens which are or may become prior and senior to this One's discretion may be required to establish and preserve the lien of this mortgage; (iif respect to any and all legal or equitable actions which relate to this mortgage or to the premises deemed 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 sectiability. If any default shall occur in the payment of any installment agreement of Mortgagors under this mortgage or the Bank One in Mortgagors abandon the Mortgaged Premises, or are adjudged by Mortgaged Premises, then and in any such event of the extent per become immediately due and payable without notice, and this mortgaged a waiver of other defaults. Notice by Bank One of its intention Mortgagors, and any one or more of Bank One's rights or remedies	each lien or claim paid with moneys secured by this mortgage and, at its option, macured by this mortgage without in any way impairing its lien or releasing Mortgagors front of Indebtedness secured by this mortgage, or in the performance of any covenant of Home Equity Line Agreement or the terms and conditions of the Prior Mortgagor, or in ankrupt, or if a trustee or receiver is appointed for Mortgagors or for any part of the rmitted by law, all indebtedness secured by this mortgage shall, at Bank One's option gage may be foreclosed accordingly. Bank One's waiver of any default shall not operate not exercise any right or option under this mortgage is hereby expressly waived by imay be enforced successively or concurrently. Any delay in enforcing any such right come the absolute property of Bank One.
8. If all or any part of the Mortgaged Premises or any interest in	n the Mortgage Premises is sold or transferred by Mortgagors by deed, conditional sale ank One, Bank One may, at its option, declare all sums secured by this mortgage to b
9. All rights and obligations of Mortgagors shall extend to and inure to the benefit of Bank One, its successors and assigns. In the "Mortgagors" shall mean "Mortgagor," and the terms and provisions of	be binding upon their several heirs, representatives, successors and assigns, and sha event this mortgage is executed by only one person, corporation, or other entity, the work of this mortgage shall be construed accordingly.
Mongagor Thongdy Bounnhara	Mongagor Sinhsack Bounnharaj
STATE OF INDIANA SS:	· ·
COUNTY OF Lake Before me, a Notary Public in and for said County and State, this personally appeared Thongdy Rounnharing and ST	23rd day of <u>November</u> 19 94 nhsack Bounnharaj, husband and wife
and acknowledged the execution of the foregoing morgage. I certify that I am not an officer or director of Bank One. WITNESS my hand and Notarial Seal.	Signature: De Asa La m. Childre
	Printed Name: DEBRA A.M. CHILDERS
My Commission Expires	Notary Public
My County of Residence is:	
This instrument was prepared by: abe Szoke, An Officer Of Bank One, Marril:	, n0
which we will be sunk one, amountain.	lville, NA