

95003759 AMASA G. COLBY

FILED FOR FLOAR AND PLACE

95 JAH 23 AMEST OF September 9, 199 Date of Execution September 9, 1994

Bank One Home Equity Line Real Estate Mortgage

| Estate Mortgage | CHIEF DEP. REC | ORDE" | | |
|--|--|---|--|---|
| This mortgage evidences that | Bobby W. Schroader 418 N. Harvey, Gri | and Patricia L. | Schroader, hus | and and wife |
| (hereinafter referred to jointly and sev MORTGAGE and WARRANT to Ban Indiana 46410 ("Bank One"), the follo | rerally as the "Mortgagors") of ik One, Merrillyille, NA, a national twing described real estate (the "N | Lake banking association with it fortgaged Premises") in | s main banking office at Lake County. | ilana 000 East 80th Place, Merriliville Indiana |
| The South 23 feet of to Griffith, as per p. Recorder of Lake County | TOP CHETEOT' LECULUS | 37 1/2 feet of L d in Plat Book 2 | ot 8 in Block 3 1 page 15, in t | in Woodlawn Addition ne Office of the |
| together with all improvements now easements and appurtenances belor Mortgaged Premises, and the rents, i | or subsequently situated on, or naing or pertaining thereto, all fix | tures and appliances now o | e Mortgaged Premises ar or subsequently attached | nd all rights, privileges, interests, to or used in connection with the |
| This mortgage shall serve as not Agreement dated September (the "Bank One Home Equity Line Agreement One Home Equity Line Agreement of the Bank One Home Equity Secured by this mort definite conditions. | 9., 19_94., establishing a line greement") which may be inspect eement, as the same may be amorth herein. The fulfillment and pe | of credit for Montgagors in ti ted at the offices of Bank O ended from time to time, are enformance of the items and | he amount of \$ 17.0(ne by any interested pers e incorporated in this mon I conditions of the Bank C | 0.00 ons. The terms and provisions of gage by reference with the same ne Home Equity Line Agreement |
| MORTGAGORS Agree That: | | | | |
| a. This mortgage is given to sec now or in the future, beginning with the | ure the payment of all indebtedness the date of the mortgage and endir | ess evidenced by or incurrence of business | ed pursuant to the Bank C s on <u>September 9</u> | ne Home Equity Line Agreement |
| b Interest on each advance shall | il accrue from the date made until | repayment, at the rates agr | eed upon in the Bank One | Home Equity Line Agreement. |
| c. All advances shall be evidence laws, and with costs of collection to from time to time shall be determined | the extent permitted by law. Subj | ect only to Mongagors' billi | ng error rights, the indebt | edness secured by this mortgage |
| d. The word "advances" as used mortgage and the terms of the Bank Mortgagors jointly and severally co | One Home Equity Line Agreemen | nt, the terms of the Bank On | of an conflicts or inconsise Hema Equity Line Agree | tencies between the terms of this ment shall control. |
| 1. Mortgagors will pay all indeb | tedness secured by this mortuge | in when due has provided t | nehe Benk One Home E | quity Line Agreement and in this |
| mortgage, with attorneys' fees, and v 2. The lien of this mortgage is described as follows: From Box | the Lake prior and superior to all other lies prrowers to Leader F | raisement laws. County Recor ns and encumbrances again ederal Bank dater | der! nst the Mortgaged Premis 1. May 26, 1987 | es, except that certain mortgage |
| in the control (the "Prior Mortgage"). Mortgagors as | original amount of S | 54.800.00 | | |
| 3. Mortgagors will not further en | cumber nor permit any mechanics | s' or materialmen's liens to a | ittach to the Mortgage Pre | mises. |
| 4. Mortgagors will keep the Mor or assessed against the Mortgaged (| tgaged Premises in good repair, Premises or any part thereof when | will not commit or permit we n due. | aste thereon, and will pay | all taxes and assessments levied |
| 5. Mortgagors will obtain from in Mortgaged Premises on account of making all sums payable to Bank Or One with certificates evidencing the | fire, windstorm and other hazard ne, the prior Mortgagee, and to the | ds in amounts as required l | by Bank One. The insura | nce policies shall contain clauses |
| 6. Bank One may, at its option, the Bank One Home Equity Line cre mortgage and shall bear interest from Such sums may include, but are not mortgage; (ii) the cost of any title eviall costs, expenses and attorneys' for Mortgaged Premises; (iv) the cost of Prior Mortgage. | edit line or otherwise. All sums administrate of payment at the same to the sa | vanced and paid by Bank C his as all other indebtedness his, taxes, ascessments, a One's discretion may be req espect to any and all legal | one shall become a part of sevidenced by the Bank on the lens which are or ma uired to establish and preor equitable actions which | The indebtedness secured by this ne Home Equity Line Agreement y become prior and senior to this serve the lien of this mortgage; (iii n relate to this mortgage or to the |
| 7. Bank One shall be subrogate extend the time of payment of any pliability. If any default shall occur in agreement of Mortgagors under the Mortgagors abandon the Mortgage Mortgaged Premises, then and in a become immediately due and payat as a waiver of other defaults. Not Mortgagors, and any one or more or remedy shall not prevent its later er and all title insurance policies for the | in the payment of any installment is mongage or the Bank One His any such event of the extent periode without notice, and this mortgice by Bank One of its intention of Bank One's rights or remedies inforcement so long as Montgagor | or indebtedness secured to ome Equity Line Agreement inkrupt, or if a trustee or indepted age may be foreclosed accipto exercise any right or omay be enforced successively remain in default. In the secure of the | by this mortgage, or in the activer is appointed for these secured by this mort ordingly. Bank One's wait ption under this mortgage ely or concurrently. Any convent of the foreclosure of the foreclosure of the forecl | in performance of any coveriant of itions of the Prior Mortgage, or it Mortgagors or for any part of the gage shall, at Bank One's option wer of any default shall not operate the is hereby expressly waived by the lay in enforcing any such right of |
| If all or any part of the Mortg contract or any other means withou immediately due and payable. | ut the prior written consent of Bar | nk One, Bank One may, at | its option, declare all sun | ns secured by this mortgage to b |
| 9. All rights and obligations of inure to the benefit of Bank One, its "Mangagors" shall mean Mongagor Mortgagor Bobby W. Schro | successors and assigns. In the err," and the terms and provisions o | vent this mortgage is executed this mortgage shall be con | ted'by only one person. C | orporation, or other entity, the wor |
| STATE OF INDIANA | SS: | | | |
| COUNTY OFLake_ Before me, a Notary Public in and for personally appearedRobby_W | or said County and State, this | 9th day o | | ,19 <u>94</u> wife |
| and acknowledged the execution of I certify that I am not an officer or WITNESS my hand and Notarial | director of Bank One. | Signature: | à Ciro | ckowal |
| My Commission Expires: | lan | Printed Name: | ac si Ma | Notary Public |
| My County of Residence is: | 14 + | | | |

This instrument was prepared by:

David Creason, An Officer Of Bank One, Merrillville, NA