RETURN TO: BANK ONE MERRILLVILLETANI OPONIBIA ROTH PLACE, MERRILLVILLE, IN 46410 ATTN: MARCIA BROWN/ LOAN PROCESSINSOUNTY
FILED FOR RECORD

This n

THE

COR.

95004570

95 JAN 26 AM 10: 11

Bank One Home Equity Line Roal Es

MADCADETTE AL OLEMEN PANE of Execution _January 06. 1995

. 3

state Mertgage		IE N. CLEVELAND INTY RECORDER	• • • • • • • • • • • • • • • • • • •
nongage evidences that	Suzanne Snitchler		

1523 Alabama Street, Hobart, IN 46342

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

Lot 100 in Glen Wood Addition to Hobart, Unit No. 3, as per plat thereof, recorded in Plat Book 40 page 103, in the Office of the Recorder of Lake County, Indiana

a/k/a 1523 Alabama Street, Hobart, IN 46342. 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. INSURANC

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 lews, and with costs of collection to the extent permitted by Jaw. Subject only to Mongagora' billing error rights, the indebtedness secured by this mongage from time to time shall be determined by Bank One's zooks and records 1111 C111S
- d. The word "advances" as used in this mortgage shall mean loans of money, in the event of an conflicts or inconsistencies between the terms of this mongage and the terms of the Bank One Home Equity Line Agreement, the terms of the Bank One Home Equity Line Agreement shall control.

- Mongagors jointly and severally covenant and agree with Bank One that:

 1. Mongagors will pay all included near secured by this mongage when due, as provided in the Bank One Home Equity Line Agreement and in this mongage, with attorneys' less, and without relief from valuation or approximent laws. Recorder!
- 2. The fien of this mortgage is prior and superior to all other liens and encumbrances against the Mortgaged Premises, except that certain mortgage described as follows:

(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. Montgagors will not further encumber not permit any mechanics' or materialments liens to attach to the Montgage Premises.
- 4. Mortgegors will keep the Mortgeged Prentises in good repair, will not commit or permit waste thereon, and will pay all taxes and assessments levied or assessed against the Mortgeged 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 Premiees 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 certificates evidencing the required insurance coverage.
- 6. Bank One may, at its option, advance and pay all sums necessary to protect not preserve the security given by this mortgage by appropriate debit to the Bank One Home Equity Line credit line or otherwise. All sums recognized and pay 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 ratio as all other indebtedness evidenced by the Bank One Home Equity Line Agreement. Such sums may include, but are not limited to, (i) insurance premittins; leaves, assessments, and items which are or may become prior and senior to this mortgage; (ii) the cost of any title evidence or surveys which in Bank One with respect to any and all legal or equitable actions which relate to 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; (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 flux 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 Mortgagord Premises, or are adjudged bankrupt, or if a trustee or receiver is appointed for Mortgagors or for any part of the Mortgagord Premises, then 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 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 abstracts of title and all title insurance policies for the Mortgagod 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.

	the state of the s	11
۵	All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives, successors and assigns, and sh	1811
₩.	the little and configuration of the little and the	
inure (the benefit of Bask One, its successors and assigns. In the event this mortgage is executed by only one person, corporation, or other entity, the wo	JIQ
111010	The state of the s	
"Morto	gors shall mean Mongago. The terms and provisions of this mortgage shall be construed accordingly.	

Mongagor Syzanne Snitchler	Mortgagor			4
STATE OF INDIANA SS:		•		
COUNTY OF Lake Before me. a Notary Public in and for said County and State, this personally appeared Suzanne Snitchler	6th	day of	January	19.28
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: 2	Sue D	receio	9
	Printed Nan	ne: Sue	Erickson	
My Cammission Expires:				Notary Public
My County of Residence is:			1	M ·
This instrument was prepared by: Gabe Szoke, An Officer Of Bank One, Merrillville, NA			Cing	Marie 1