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MALE RECONDER February 13, 1995 Date of Execution

Bank	One	H	Eq	ty	Line
Real					

Richard J. Piszczek and Mary J. Piszczek, husband and wife This mortgage evidences that

lake inersination reterred to jointly and severally as the "Mongagors") of 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

Indiana 46410 ("Bank One"), the following described real estate (the "Mortgaged Premises") in The East 70 feet of Lots 9 and 10 in Block 2 in Jansen's Oak Grove Addition to Griffith, as per plat thereof, recorded in Plat Book 22 page 19, in the Office of the Recorder of Lake County, Indiana. a/k/a 910 East Oak Street, Griffith, 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.

e additionally secured by this mortgage. The Bank One Home Equity Line Agreement obligates Bank One to make future advances to Mortgagors under utilities conditions.

MORTGAGORS Agree That:

- a. This mortgage is given to secure the payment of all indebtedness evidenced by or incurred pursuant to the Bank One Home Equity Line Agreement now or in the tuture, beginning with the date of the mortgage and ending with the close of business on February 13, 2015 19
 - 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 Mongagors' billing error rights, the indebtedness secured by this mongage from time to time shall be determined by Bank One's books and records.

 d. 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 mongage and the terms of the Bank One Home Equity Line Agreement, the terms of the Bank One Home Equity Line Agreement, the terms of the Bank One Home Equity Line Agreement shall control.

- 1. Mortgagors will pay all indebtedness escured by this mortgage when due, as provided in the Bank One frome Equity Line Agreement and in this mortgage, with attorneys fees, and without relief from valuation or appraisement laws.

 Recorder!
- 2. The lien of this mortgage is prior and superior to all other liens and encumprances against the Mortgaged Pramises, except that certain mortgage described as follows: From Borrowers to Bank One Merrillville dated August 7, 1992 and

recorded. August 13, 1992
(the "Prior Mortgages"). Mortgagers agree to pay all sums when due and to fully abide by all terms and conditions of the Prior Mortgage.

- 3. Mortgagora will not further encumber not permit any mechanics' or materialmen's liens to attach to the Mortgage Premides.
- 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 lire, 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 project and preserve the security given by this mortgage by appropriate debit to the 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 or 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 premiting, takes, 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's discretion liney be required to establish and preserve the item of this mortgage; (iii) all costs, expenses and attorneys' fees incurred by Bank One with respect to any sind all local or equitable actions which relate to this mortgage or 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 flor 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 parformance of any covenant or agreement of Mortgagors under this mortgage or the Bank One Home Equity, or if a trustee or receiver is appointed for Mortgagors or for any part of the III Mortgaged 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. Decome 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 remedies hall 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.

28. 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 igmediately due and payable.

All rights and obligations of Mortgagors shall extend to and be binding upon their several heirs, representatives, successors and assigns, and shall 9 infure to the benefit of Bank One, its successors and assigns. In the event this mortgage is executed by only one person, corporation, or other entity, the word "mortgagors" shall mean "Mortgagor," and the terms and provisions of this mortgage shall be coastrued accordingly.

Mortgagor

COUNTY OF

Richard J. Piszczek

Lake

hack

Mortgagor

13th

Hari Piszczek

STATE OF INDIANA

personally appeared.

Before me. a Notary Public in and for said County and State, this 13th personally appeared Richard J. Piszczek and Mary J. Piszczek

day of husband and wife

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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. Printed Name:

Notary Public

My Commission Expires

County of Residence - Lake

My County of Residence Jahr Sanke

-Bank One, Merrillville, NA