

BankOne 111 Monument Cir. Suite 901 Inclians pulis In

Bank One Home Equity Line Real Estate Mortgage	Date of I	Execution _	August 4	1995
This mortgage evidences that Lake County Trust Comp	any, an Indiana corpora	ition. as	Trustee :	under the
provisions of a trust agreement dated the 2	3rd day of January, 199	1 known	as Trust	Numbe 24
nereinafter reterred to jointly and severally as the "Mortgagors") of Tile	ke	an Indi	000	
ORTGAGE and WARRANT to Bank One Merriliville. NA. a national indiana 46410 ("Bank One"), the following described real estate (the "Mo	origaged Premises") in <u>Lake Cou</u>	inty, ind	iana	- G
ot 10 in Block 19 in Resubdivision of Gary	Land Company's Thirtee	nth Subd	ivision,	in t os
lity of Gary, as per plat thereof, recorded /k/a: 571 Kentucky St., Gary, Indiana 464		.0.		6 1
gether with all improvements now or subsequently situated on, or usements and appurtenances belonging or pertaining thereto, all fixtuorigaged Premises, and the rents, issues, income, uses and profits of	sed in connection with the Mortgaged	Premises ar	id all rights, privile to or used in co	, III
	• • • • • • • • • • • • • • • • • • • •	d into a certi	in Bank One M	lama Faula I
This mortgage shall serve as notice to any and all persons that Migreement dated August 4. 1995, establishing a line of	f credit for Mortgagors in the amount of	s 20,000		OTHE EQUITY L
he "Bank One Home Equity Line Agreement") which may be inspecte to Bank One Home Equity Line Agreement, as the same may be ame	nded from time to time, are incorporate	id in this more	nana hu releren	ce with the ce
arce and effect as though fully set forth herein. The fulfillment and per re additionally secured by this mortgage. The Bank One Home Equity	Compance of the items and conditions o	of the Bank O	ne House Equity	I Ina Arream
efinite conditions.			\$	
MORTGAGORS Agree That:			ਲੂ	88 E
 This mortgage is given to secure the payment of all indebtedne, ow or in the future, beginning with the date of the mortgage and ending 	ss evidenced by or incurred pursuant to with the close of business on Augus	o the Bank O	ne Homenaduin	Line Agreem
b. Interest on each advance shall accrue from the date made until r	epayment, at the rates agreed upon in t	the Bank One	Home Equity Li	ne Agreement
c. All advances shall be evidenced by the Bank One Home Equity aws, and with costs of collection to the extent permitted by law. Subjection to the extent permitted by law.	Line Agreement and shall be navable	without ralia	t trom verkiánon	Or Morale
om time to time shall be determined by Bank One's books and records	ct only to mortgagors billing error ngnt	is, the indebti	roness secured	DAVIDIR MODE
d. The word "advances" as used in this mortgage shall mean toan nortgage and the terms of the Bank One Home Equity Line Agreement	s of money. In the event of an conflict the terms of the Bank One Home Equi	s or inconsist ty Line Agree	encies between ment shall contr	trieRemaiai (
Mortgagors jointly and severally covenant and agree with Bank One	materficial:			
Mortgagors will pay all indebtedness actuates in mortgage nortgage, with attorneys' fees, and without relief from valuation or appropriate to the control of the contr	entenio di la provio protes price asement laws. Lounty Recorder!	Of Home E	quity Line Agree	ement and in t
2. The Hen of this mortgage is prior and superior to all other liens escribed as follows: Irom Borrower to Calumet Sec	and encumbrances against the Mondurities Corporation dat	ed Novem	ber 3, 19	Saltan molton
the Pnor Mortgage). Mortgagors agree to pay all sums when due and	to fully abide by all terms and condition	ns of the Prior	Mortgage.	
3. Mortgagors will not further encumber nor permit any mechanics'	or materialmen's liens to attach to the M	Mortg age Pre	TH SO S.	
4. Mortgagors will keep the Mortgaged Premises in good repair, was assessed against the Mortgaged Premises or any part thereof when	ill not commit or permit waste thereon, due.	and will pay	all taxes and as	sessments lev
5. Mortgagors will obtain from insurance companies acceptable to dortgaged Premises on account of fire, windstorm and other hazards naking all sums payable to Bank One, the pror Mortgagee, and to the one with certificates evidencing the required insurance coverage.	in amounts as required by Bank One	The insuran	ce policies shai	l contain claus
6. Bank One may, at its option, advance and pay all sums necessine Bank One Home Equity Line credit line or otherwise. All sums advance	in to protect and preserve the security	given by this	mortgage by ap	propriate debi
nortgage and shall bear interest from date of payment at the same rate	as all other indebtadness evidenced b	y the Bank O	ne Home Equity	Line Agreeme
Such sums may include, but are not limited to. (i) insurance premium nortgage; (ii) the cost of any title evidence of surveys which in Bank O	te's discretion may be required to estab	olish and pres	erve the lien of t	his mortosoe:
all costs, expenses and attorneys' lees incurred by Bank One with re- Mortgaged Premises; (iv) the cost of any repairs to the Mortgaged Re-	pect to any and altringal or equitable in the second of th	actions which by Bank One	relate to this m	nortgage or to
Pnor Mortgage.	WOIANA JULIA	,	, (1),	
7. Bank One shall be subrogated to the rights of the holder of ea	ch lieft of claim paid with moneys sec	cured by this	mortgage and.	at its option, r
extend the time of payment of any part or all of the indebtedness secure ability. If any default shall occur in the payment of any installment of	i indebtedness secured by this mortga	ige, or in the	performance of	any covenan
agreement of Mortgagors under this mortgage or the Bank One Hol Mortgagors abandon the Mortgaged Premises, or are adjudged ban	ne Equity Line Agreement or the term	ns and condit	ions of the Pric	or Mortgage, d
Mortgaged Premises, then and in any such event of the extent perm	tted by law, all indebtedness secured	by this morto	age shall, at Br	ank Óne's opt
become immediately due and payable without notice, and this mortgat as a waiver of other defaults. Notice by Bank One of its intention t	o exercise any right or option under	this mortgage	is hereby exp	ressly waived
Mongagors, and any one or more of Bank One's rights or remedies m remedy shall not prevent its later enforcement so long as Mongagors	ay be enforced successively or concur	rently. Any de	lay in enforcing	any such righ
and all title insurance policies for the Mortgaged Premises shall becom	the absolute property of Bank One.		iiio iioit yayo a	ii abstracts or
8. If all or any part of the Mongaged Premises or any interest in the contract or any other means without the prior written consent of Bankmadately due and payable.	ne Mortgage Premises is sold or transfe One, Bank One may, at its option, de	erred by Mort clare all sum	gagors by deed a secured by th	, conditional s is mortgage to
All rights and obligations of Mortgagors shall extend to and be	binding upon their several heirs, repre	esentatives, s	uccessors and	assigns, and s
nure to the benefit of Bank One. its successors and assigns. In the evi Mongagors" shall mean "Mongagor." and the terms and provisions of n Indiana corporation, as Trustee under th y:	ent this mortgage is executed by only of his mortgage shall be construed accord e_provisions,of,a_trust	ne person, co dingiy. Lake . Agreeme	nocation or our nt dated	erentity the v rust Comp the 23rd
y: Office Trust Of	Mongagor	i i i ust i	umber 414	,
STATE OF INDIANA SS:				
COUNTY OF Lake	4+h	. +		05
Before me. a Notary Public in and for said County and State. Inis are county appeared Lake County Trust Company, ar	Indiana corporation;	S Truste	e under ti	he 19 95
provisions of a trust agreement dated the and acknowledged the execution of the foregoing mortgage	23rd day of January, 19	JI KNOWN	as irust	Number 4
I certify that I am not an officer or director of Bank One. WITNESS my hand and Notarial Seal.	'SEE SIGNA	TURE P	AGE ATT	ACHED
, · · · · · · · · · · · · · · ·	Signature			
My Commission Expires:	Printed Name		*****	Notary Put
My County of Residence is:				•
iviy County of Freshderice is:				

This instrument was prepared by:

Margaret Rogers, An Officer of Bank One, Merrillville, NA

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 17th day of August classent is the property of

the Lake County Recorder!

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 23, 1991 and known as Trust No. 4147.

Elaine M. Worstell, Trust Office

ATTEST: BY: Dardra

Sandra L. Stiglitz, Assistant Secretar

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 17th of August, 1995.

Laura L. Anderson-Notary Public

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My Commission Expires: November 11, 1995 Resident: Lake County, In.

LOT 10 IN BLOCK 19 IN RESUBDIVISION OF GARY LAND COMPANY'S THIRTEENTH SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19 PAGE 10.

