RECORDATION REQUESTED BY:

Bank One, Marrillville, NA 1000 East 80th Place Marrillville, IN 46410

WHEN RECORDED MAIL TO:

Bank One, Indianapolis, NA 111 Monument Circle, Suite 431 Indianapolis: IN: 46277 96024013

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MARGARETTE CLEVILAND RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BANKĒONE.

MORTGAGE

THIS MORTGAGE IS MADE THIS MARCH 29, 1996, between ROBERT CASTILLO and IDA M CASTILLO, HUSBAND AND WIFE, whose address is 401 MAGNOLIA DR, CROWN POINT, IN 46307-0000 (referred to below as "Grantor"); and Bank One, Merrillville, NA, whose address is 1000 East 80th Place, Merrillville, IN 46410 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, Improvements and fixtures; Improvements (as defined below); all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues, royalties or other benefits of the Improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, revealtins, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in LAKE County, State of Indiana (the "Real Property"):

EXHIBIT A

The Real Property or its address is commonly known as 401 MAGNOLIA DR, CROWN POINT, IN 463070000.

As more fully described in this mertgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated March 29, 1996, between Lender and Grantor with a maximum credit limit of \$47,800.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of the obligations secured by the Credit Agreement is March 29, 2016.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means ROBERT CASTILLO and IDA M CASTILLO. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, including, but not limited to, attorneys' fees, cost of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage. In addition to the Credit Agreement, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make future obligations and advances to Grantor up to a maximum amount of \$47,800.00 so long as Grantor complies with all the terms of the Credit Agreement. Such future obligations and advances, and the interest thereon, are secured by this Mortgage whether such obligations and advances arise under the Credit Agreement, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions and renewals of the Credit Agreement, the Mortgage or any other amounts expended by Lender on Grantor's behalf as provided for in the Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to, or located on, the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance

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Makes we write a crasses of a first cause conduct or permit any nuisance nor commit, permit, or suffer any stripping of or Without limiting the generality of the foregoing, Grantor will not remove, or grant the second state of the second minerals (including oil and gas), soil, gravel or rock products without the prior written

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mora the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equit voluntary or involuntary; whether by outright sale, deed, instalment sale contract, land contract, contract for deed, leasehold inte term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any li holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partner limited liability company, "sale or transfer" also includes any change in ownership of more than twenty-five percent (25%) of the voting partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercise Lender if such exercise is prohibited by federal law or by Indiana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Granter shall produre and maintain policies of fire insurance with standard extended coverage endorsements on a representations for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application or the survival and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies for the reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer corresponded to the cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender The efficiency describes the failure to give such notice. Each insurance policy also shall include an the dead to the impaired in any way by any act, omission or default of Grantor or any five feet a feet and in an area designated by the Director of the Federal Emergency and array or interest to obtain and maintain Federal Flood Insurance, to the extent such Insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granter fails to do no within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the

EXPENDITURES BY LENDER If Granter fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standard as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property condenses behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that bench expected and to the lear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the late through the late the late charged under the Credit Agreement from the date incurred or paid by Lender to the late through the late through the late the late and late and late the late and late a the transfer will not exceed the Annual Percentage Rate initially disclosed on the loan. All such expenses, at La Color co, if the in-demand. (b) he added to the balance of the credit line and be apportioned among and be payable with to the day doring either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Credit 1. (10. h payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will the rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender 1111

A SHUANTY THERMS OF THEF

I and marketable title of record to the Real Property in fee simple, free and clear of all the fear Property description or in the Existing Indebtedness section below or in any the feature and an epited by, Lender in connection with this Mortgage, and (b)

Granton has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Lender, Grantor will cause the same to be promptly discharged and released.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately \$53,726.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

TULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the Dulgations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and guitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

GEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not Deet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account of Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling 1 Without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

The Cadit Agreement or any limitation in this Mortgage, Lender, at its option, may exercise any one or more of the following rights and the cadition to any other rights or remedies provided by law:

Accelerate Indepression

By and payable, including any prepay

Compared to all of the Uniform Commercial Code. Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately e and payable, including any prepayment penalty which Grantor would be required to pay.

Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party

Adicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. With respect to any Grantor who also is personally maple on the specific provided in this section. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisement laws.

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MORTGAGE

(Continued)

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor reasonable attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Indiana. This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

ROBERT CASTILLO	<u></u>	X IDA M CASTILLO	Cast	ng Andréa (Allanda — Angra — A
This Mortgage was drafted by: LISA M CC)X			
	INDIVIDUAL AC	KNOWLEDGMENT		
STATE OF INDIANA)		w.	
COUNTY OF LAKE) 55		the second secon	
And the second s				
On this may before me, the undersigned N individuals described in and who executed deed, for the uses and purposes therein me Given under my hand and official seat this By Printed Name of Notary Publics BARBA Notary Public in and for the State of	the Mortgage, and acknown the Mortgage, and acknown the Mortgage and ac	dey of MARCH Residing at	e Mortgage as their free and v	known to be the oluntary act and
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.19a (c) 1998	CFI ProServices, Inc. All rights rese	rved. N-G03 E3.19 03306652.LN L	21.0VL)	

CASTILLO 401 MAGNOLIA STREET CROWN POINT, IN 46307

EXHIBIT "A"

LOT 54 IN IMPERIAL HEIGHTS SECOND SUBDIVISION, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 36 PAGE 86, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

