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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99083365

99 OCT -8 AM 9:12

**RECORDATION REQUESTED BY:**

Bank One, Indiana, NA  
1801 Kennedy Ave  
Scherville, IN 46375

MORRIS W. CARTER  
RECORDER

**RETURN ADDRESS:**

↓ Banc One Service Corp.  
Midwest Loan Servicing-KY  
PO Box 37264  
Louisville, KY 40232-7264

D53 89838 0000 834 883

**BANK ONE**

**MORTGAGE**

**THIS MORTGAGE IS MADE THIS SEPTEMBER 24, 1999, between DWIGHT WHITIS and VOLETTA WHITIS, whose address is 2231 ROBIN HOOD BLVD, SCHERERVILLE, IN 46375-0000 (referred to below as "Grantor"); and Bank One, Indiana, NA, whose address is 1801 Kennedy Ave, Scherville, IN 46375 (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, 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, royalties, 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"):

**Lot 218, Sherwood Forest Tenth Addition to the Town of Scherville, Lake Co. IN, as shown in Plat Book 43, page 104, in Lake Co. IN.**

**The Real Property or its address is commonly known as 2231 ROBINHOOD BLVD, SCHERERVILLE, IN 46375. The Real Property tax identification number is 20131841.**

As more fully described in this mortgage, 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 September 24, 1999, between Lender and Grantor with a maximum credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

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

**Grantor.** The word "Grantor" means DWIGHT WHITIS and VOLETTA WHITIS. 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. 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 \$50,000.00 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

17.00

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