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2000 061501

STATE OF INDIANA LAKE COUNTY FILED FOR ACCORD

2000 AUG 24 AN 10: 12

MORRIS W. CARTER

(Space above this line for recording purposes)

RELEASE OF MORTGAGE

Document is

This is to certify that, for value received, the instrument identified as: MORTGAGE granted by Nicholas J. and Cleopatra Roumpakis "Mortgager" to Bank One, NA (fka Bank One, Mertillville, NA) (The "Bank"), dated September 30, 1996 and recorded on June 1, 1998 in Book 18, Page 12 in the Office of the Recorder of Lake County, Indiana, as it may have been amended, partially released, or otherwise modified from time to time (collectively, the "Mortgage"); is hereby fully released and satisfied.

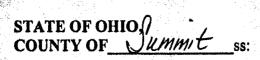
IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has executed the Release of Mortgage this day of Mugust, 2000.

BANK ONE, INDIANA, NA

By: Pam Camford

Pam Crawford Recovery Officer

> 117711853 14 00 +18



Before me, a Notary Public in and for said County and State, personally appeared Min Republic in and for said County and State, personally appeared Min Republic in an authorized officer of BANK ONE, Indiana (the "Mortgagee"), who acknowledged the execution of the foregoing Release of Mortgage for and on behalf of the Mortgagee.

WITNESS my hand and Notarial Seal this May of Mortgage in the Lake County Recorder.

WITNESS my hand and Notarial Seal this May of Mortgage in the Lake County Recorder.

My Commission Expires: April 12, 2006.

My Commission Expires: My Commission Expires April 12, 2006.

This Instrument Prepared By: Kelly S. Paul

After Recording, Return To: BANK ONE, NA

OH2-5170

528 South Main St. Akron, OH 44311



Bank One, Merriliville, NA 1000-East 80th Place Mertiliville, IN 48410

WHEN RECORDED MAIL TO:

Bank One, Merriliville, NA 1000 East 80th Piece. Merriliville, IN 46410 98040161

STATE OF MOIANA LAKE COUNTY FREED THE RECORD 93 JHH - LAN S: 1

JUN 3 0 1998

SPACE AROVE THIS LINE IS FOR RECORDER'S LISE ON!

<u>053-898380000530167</u> BANK EONE.

MORTGAGE AND FIXTURE FILING

THIS MORTGAGE AND FIXTURE FILING IS MADE AS OF SEPTEMBER 30, 1996, by NICHOLAS J. ROUMPAKIS and CLEOPATRA ROUMPAKIS, HUSBAND AND WIFE, whose address is 2103 NORMANDY ROAD, SCHERERVILLE, IN 46375 (referred to below as "Grantor") for the benefit of Bank One, Merrillville, NAY 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 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, 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 time "Real Property"):

LOTS 11 AND 12 IN MILLERS CENTRAL ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 18 PAGE 12, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 7014 KENNEDY AVENUE, HAMMOND, IN 46323.

FIXTURE FILING. THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING" FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. The Grantor herein is the "Debtor" and the Lender herein is the "Secured Party" for purposes of the Uniform Commercial Code. The address of the Lender/Secured Party shown above is the address at which information concerning the security interest of the Lender/Secured Party may be obtained.

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.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation CALUMET CHIROPRACTIC ORTHOPEDIC CENTER, P.C. DBA ALPHA HEALTH & WELLNESS CENTER, INC.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law

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

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor or Borrower is responsible under this Mortgage or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Borrower, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Borrower, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be liable primarily or secondarily or as debtor, maker, comaker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

Leases. The word "Leases" means all right, title and interest of Grantor in and to all leases relating to the Real Property, together with all modifications, extensions and guaranties thereof, presently existing or hereafter arising.

Lender. The word "Lender" means Bank One, Merrillville, NA, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage and Fixture Filing by Grantor for the benefit of Lender, as may hereafter be amended or modified.

Note. The word "Note" means the promissory note dated September 30, 1998, in the original principal amount of \$35,000.00