

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 018511

2000 MAR 17 PM 1:50

MORTGAGE LENDER
RECORD

Mald: Bauer

RECORDATION REQUESTED BY:

**CENTIER BANK
600 E. 84th Avenue
Merrillville, IN 46410**

WHEN RECORDED MAIL TO:

**CENTIER BANK
600 E. 84th Avenue
Merrillville, IN 46410**

SEND TAX NOTICES TO:

**MICHAEL D PARTAIN and DIANE M PARTAIN
834 JACKSON CT
DYER, IN 46311**

MORTGAGE

THIS MORTGAGE IS DATED MARCH 15, 2000, between MICHAEL D PARTAIN and DIANE M PARTAIN, whose address is 834 JACKSON CT, DYER, IN 46311 (referred to below as "Grantor"); and CENTIER BANK, whose address is 600 E. 84th Avenue, 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; 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 181 IN NORTHGATE THIRD ADDITION, UNIT "A", TO THE TOWN OF DYER AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 40 PAGE 146, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 834 JACKSON CT, DYER, IN 46311.

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) (b) 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.

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

Grantor. The word "Grantor" means MICHAEL D PARTAIN and DIANE M PARTAIN. 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.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note 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.

Lender. The word "Lender" means CENTIER BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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.

Note. The word "Note" means the promissory note or credit agreement dated March 15, 2000, in the original

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