

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 021261

2000 MAR 28 PM 3:33

MORRIS W. CARTER
RECORDER

Mald. Raven

RECORDATION REQUESTED BY:

CENTIER BANK
600 East 84th Avenue
Merrillville, IN 46410

WHEN RECORDED MAIL TO:

CENTIER BANK
600 East 84th Avenue
Merrillville, IN 46410

SEND TAX NOTICES TO:

KYLE D. FRASER and MARY C. FRASER
13448 FINCH CT.
CEDAR LAKE, IN 46303

MORTGAGE

THIS MORTGAGE IS DATED MARCH 27, 2000, between KYLE D. FRASER and MARY C. FRASER, whose address is 13448 FINCH CT., CEDAR LAKE, IN 46303 (referred to below as "Grantor"); and CENTIER BANK, whose address is 600 East 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 38 IN ROBINS NEST UNIT NO. 1, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70 PAGE 80, AND AMENDED BY PLAT OF CORRECTION PLAT BOOK 80 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 13448 FINCH CT., CEDAR LAKE, IN 46303.

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 KYLE D. FRASER and MARY C. FRASER. 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 27, 2000, in the original

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