

Hold - CENTIER BANK
(KAREN LANKE)

RECORDED
JAN 30 2002
10:30 AM

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2002 JAN 30 PM 3:10

NORMA M. CARTE
RECORDER

Hold: Karen

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MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is January 28, 2002. The parties and their addresses are:

MORTGAGOR:

LARRY E LEBO
12531 PARRISH AVENUE
CEDAR LAKE, Indiana 46303

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 East 84th Avenue
Merrillville, Indiana 46410
35-0161790

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender, the following described property:

SEE ATTACHMENT

The property is located in LAKE County at 12531 PARRISH AVENUE, CEDAR LAKE, Indiana 46303. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$17,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:
A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, dated January 28, 2002, from Mortgagor to Lender, with a loan amount of \$17,000.00 with an interest rate of 9.0 percent per year and maturing on February 1, 2009.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

CB # 19.00

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency. Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other transaction document.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. The value of the Property declines or is impaired.

M. Insecurity. Lender reasonably believes that Lender is insecure.

13. REMEDIES. Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

20. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisal relating to the Property.

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

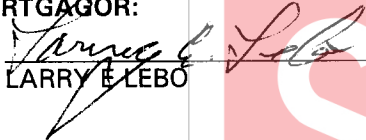
23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

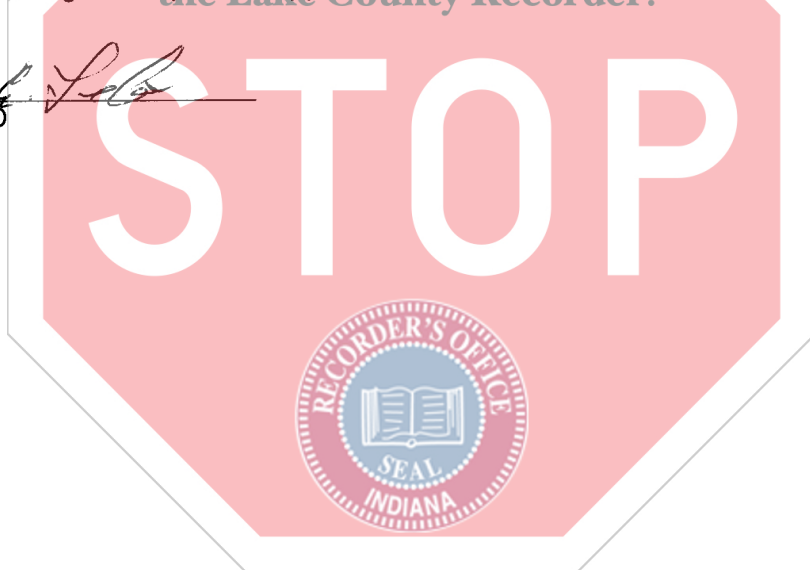
24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:


LARRY E LEBO



19. CO-SIGNERS. If Mortgage signs this Security Instrument but does not sign the Secured Debts, Mortgage does so only to mortgage Mortgage's interest in the Property to secure payment of the Secured Debts and Mortgage does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgage, Mortgage agrees to waive any rights that may prevent Lender from

and insurance in escrow. 18. ESCROW FOR TAXES AND INSURANCE. Mortgage will not be required to pay to Lender funds for taxes purchased the insurance.

Mortgage would choose, and may be written at a higher rate than Mortgage could obtain if Mortgage may include coverages not originally required of Mortgage, may be written by a company other than one the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance Mortgage will immediately notify Lender of cancellation or termination of insurance. If Mortgage fails to keep

Lender to the extent of the Secured Debts. acquires the Property in damaged condition, Mortgage's rights to any insurance policies and proceeds will pass will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender Mortgage will give Lender and the insurance company immediate notice of any loss. All insurance proceeds

include a standard "mortgage clause" and, where applicable, "loss payee clause." subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will until the Property is released from this Security Instrument. Mortgage may choose the insurance company, the Property. Mortgage will maintain this insurance in the amounts Lender requires. This insurance will last

17. INSURANCE. Mortgage agrees to keep the Property insured against the risks reasonably associated with the terms of any prior mortgage, deed of trust, security agreement or other lien document. payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered actions or claims. Mortgage assigns to Lender the proceeds of any award or claim for damages connected

other means. Mortgage authorizes Lender to intervene in Mortgage's name in any of the above described or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any or pending or threatened action by private Mortgage will give Lender prompt notice of any pending or threatened action by private any Hazardous Substance or the violation of any Environmental Law.

16. CONDEMNATION. Mortgage will immediately notify Lender in writing as soon as Mortgage has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of D. Mortgage will immediately notify Lender in writing as soon as Mortgage has reason to believe there is Environmental Law.

Property. In such an event, Mortgage will take all necessary remedial action in accordance with any occurs on, under or about the Property or there is a violation of any Environmental Law concerning the C. Mortgage will immediately notify Lender if a release or threatened release of a Hazardous Substance been, are, and will remain in full compliance with any applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgage and every tenant have the Property. Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of

Mortgage represents, warrants and agrees that: under any Environmental Law. "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance"

or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as or (2) Hazardous Substances means any toxic, radioactive or hazardous material, waste, pollutant opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act

by any court exercising jurisdiction under the Bankruptcy Code. Mortgage agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as employee of the Lender. These expenses are due and payable immediately. If not paid immediately, these

include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not a salaried Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses under this Security Instrument. Mortgage agrees to pay expenses for Lender to inspect and preserve the Mortgage agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies

14. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, continues or happens again. does not waive Lender's right to later consider the event a default and to use any remedies if the default does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender

any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By choosing payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at

default or anytime thereafter. Subject to any right to cure, required time schedules or other notice rights Mortgage may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a

ACKNOWLEDGMENT.

(Individual)

State Indiana OF County OF Lake ss.
 Before me, Mary E Ragan, a Notary Public this 28th day of
January, 2002, LARRY E LEBO, acknowledged the execution of the annexed instrument.
 My commission expires: 10-14-07 (Notary Public)
Mary E Ragan
 (Notary's County) Lake

This instrument was prepared by Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana 46410



1/28/2002 Mortgage Attachment - Larry E. Lebo

OWNERSHIP:

LAST GRANTEE OF RECORD:

Larry E. Lebo

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 40 ACRE TRACT 395 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ON THE EAST LINE OF SAID 40 ACRE TRACT 93.63 FEET TO AN IRON PIPE; THENCE WEST 180.80 FEET TO THE CENTER LINE OF A MACADAM ROAD; THENCE NORTHWESTERLY FOLLOWING THE CENTER LINE OF SAID MACADAM ROAD TO A POINT DUE WEST OF THE PLACE OF BEGINNING; THENCE EAST TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

