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**MORTGAGE**

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 26, 2002. The parties and their addresses are:

**MORTGAGOR:**

**PETER C. KMETZ**  
520 East Main Street  
Griffith, Indiana 46319

**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:

Lots 19, 20, 21, 22 and 23 in Block 16 in Original Town of Griffith, as per plat thereof, recorded in Plat Book 2, page 45, in the Office of the Recorder of Lake County, Indiana.

The property is located in Lake County at 520 East Main Street, Griffith, Indiana 46319. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers 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 \$40,000.00. 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, No. 31120, dated April 26, 2002, from Mortgagor to Lender, with a loan amount of \$40,000.00 with an interest rate of 7.75 percent per year and maturing on April 26, 2007.

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

**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.

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Mortgageor warrants that no default exists under the Leases or any applicable landlord law. Mortgageor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgageor will promptly notify Lender of any noncompliance. If Mortgageor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may opt to enforce compliance. Mortgageor will obtain Lender's written authorization before Mortgageor consents to sublet, modify, or otherwise alter the Leases, to accept the

payments of Rents. Mortgageor of the default and demands that Mortgageor and Mortgageor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgageor will endorse and deliver to Lender any Mortgageor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however, Lender agrees not to notify Mortgageor's tenants until Mortgageor defaults and Lender notifies Mortgageor. Mortgageor agrees that Lender is entitled to notify Mortgageor or effective until the Secured Debts are satisfied. Mortgageor agrees that Lender is entitled to notify Mortgageor or Mortgageor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. This assignment will remain related expenses including Lender's attorneys' fees and court costs.

therein provided, to costs of managing, protecting and preserving the Property and to any other necessary any other funds. Amounts collected will be applied at Lender's discretion to payments on the Secured Debts as Upon default, Mortgageor will receive Rents in trust for Lender and Mortgageor will not commingle the Rents with period's rent, Mortgageor will not collect in advance any future Rents without Lender's prior written consent. Mortgageor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgageor will also be regarded as a security agreement.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument pertain to or are on account of the use or occupancy of the whole or any part of the Property. contract rights, general intangibles, and all rights and claims which Mortgageor may have that in any way premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, other applicable taxes, insurance contributions, liquidated damages following default, cancellation rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum substitutions of such agreements (all referred to as Leases).

A. Existing or future leases, subleases, licenses, guarantees and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or Mortgageor will in no way rely on Lender's inspection. Any inspection of the Property will be entirely for Lender's benefit and reasonable purpose for the inspection. Lender will give Mortgageor notice at the time of or before an inspection specifying a 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 Mortgageor notice at the time of or before an inspection specifying a Lender as additional security all the right, title and interest in and to any and all:

**12. ASSIGNMENT OF LEASES AND RENTS.** Mortgageor grants, bargains, conveys, mortgages and warrants to necessary to protect Lender's security interest in the Property, including completion of the construction. construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any right to perform for Mortgageor will not create an obligation to perform, and Lender's failure to perform will not Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgageor appoints Mortgageor as attorney in fact to sign Mortgageor's name or pay any amount necessary for performance. Lender's Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgageor appoints Mortgageor as attorney in fact to sign Mortgageor's name or pay any amount necessary for performance. Lender's

**11. AUTHORITY TO PERFORM.** If Mortgageor fails to perform any duty or any of the covenants contained in this Mortgageor will in no way rely on Lender's inspection. Any inspection of the Property will be entirely for Lender's benefit and reasonable purpose for the inspection. Lender will give Mortgageor notice at the time of or before an inspection specifying a 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 Mortgageor notice at the time of or before an inspection specifying a Lender as attorney in fact to sign Mortgageor's name or pay any amount necessary for performance. Lender's Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgageor appoints Mortgageor as attorney in fact to sign Mortgageor's name or pay any amount necessary for performance. Lender's

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgageor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgageor will not partition or subdivide the Property without Lender's prior written consent.

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

**9. WARRANTIES AND REPRESENTATIONS.** Mortgageor 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 Mortgageor or to which Mortgageor is a party.

**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.

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

surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

**13. 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.

**14. 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.

Subject to any right to cure, required time schedules or other notice rights Mortgagor 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 default or anytime thereafter.

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

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**16. 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 opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant 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 "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

20. 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

19. ESCROW FOR TAXES AND INSURANCE. As provided in a separate agreement, Mortgage agrees to pay to Lender funds for taxes and insurance in escrow.

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

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

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgage agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must be in an amount equal to at least coverage of one year's debt service, and business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

18. INSURANCE. Mortgage agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgage will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. Mortgage may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

17. CONDEMNATION. Mortgage will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgage authorizes Lender to intervene in Mortgage's name in any of the above described actions or claims. Mortgage assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgage will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgage will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

J. Lender has the right, but not the obligation, to perform any of Mortgage's obligations under this section at Mortgage's expense.

I. Upon Lender's request and at any time, Mortgage agrees, at Mortgage's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

H. Mortgage will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgage and any tenant are in compliance with applicable Environmental Law.

G. Mortgage will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and added unless Lender first consents in writing.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgage and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgage has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgage or any tenant of any Environmental Law. Mortgage will immediately notify Lender in writing as soon as

Mortgage has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

C. Mortgage will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgage will take all necessary remedial action in accordance with Environmental Law.

Mortgage has reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgage or any tenant of any Environmental Law. Mortgage will immediately notify Lender in writing as soon as Mortgage has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

**ACKNOWLEDGMENT.**

(Individual)

State Indiana OF County OF Lake ss. 26<sup>th</sup> day of April, 2009, Peter C. Kmetz, acknowledged the execution of the annexed instrument.

My commission expires:

(Notary Public)

**ANGELA SHARON DIANE SAHM**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires September 14, 2009  
Resident of Lake County, Indiana

Angela S.D. Sahn

(Notary's County) Lake

This instrument was prepared by G. Joel Smith, Vice President, Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410



Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from 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.

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

**22. 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.

**23. 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.

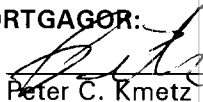
**24. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final 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.

**25. 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.

**26. 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:

  
Peter C. Kmetz

