

5

2002 044542

2003 044542 2:28

Hold: Kauer

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is May 1, 2002. The parties and their addresses are:

MORTGAGOR:

ANDA RNICH
435 Old Stone Road
Munster, Indiana

N.K.A. ANDA VRANJES
435 Old Stone Rd #5
Munster, Indiana 46321

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:

Residential apartment unit B-5 and garage unit X-6, together with an undivided interest in the common area and facilities appearing thereto, in stone ridge condominium horizontal, property regime as recorded on June 14, 1978 as document no. 473673 and in plat book 48, pages 102 and 109, both inclusive, and as amended in the office of the recorder of Lake County, Indiana

The property is located in Lake County at 435 Old Stone Rd #5, Munster, Indiana 46321. 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 \$10,000.00. 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 May 1, 2002, from Ilija Vranjes and Anda Vranjes (Borrower) to Lender, with a loan amount of \$10,000.00 with an interest rate of 8.5 percent per year and maturing on May 20, 2017.

B. All Debts. All present and future debts from Ilija Vranjes and Anda Vranjes 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-

CB
17

- 4. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debts will be paid when due and in installments.
- C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security does not obtain a "statement of purpose," as defined and required by federal law governing securities.
- 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 conveys by this Security instrument and has the right to grant, bargain, convey, sell, mortgage and warrant accordance with the terms of the 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 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 the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record, conveyed by this Security instrument and has the right to grant, bargain, convey, sell, mortgage and warrant 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 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 to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, 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, due 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 condition and make all repairs that are reasonably necessary. Mortgagor will keep the Property in good condition or to which Mortgagor is a party.**
- 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 as applicable.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all alterations 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 condition and make all repairs that are reasonably necessary. Mortgagor will keep the Property in good condition or to which Mortgagor is a party.
- 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. Security instrument, Lender may, without notice, perform or become insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts because Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either 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 to perform any duty or any of the covenants contained in this Security instrument, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- C. Death or incapacity.** 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 concealed 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 Lender before making such a change.
- L. Property value.** The value of the Property declines or is impaired.
- DUE ON SALE section.** Lender before making such a change.

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

[Signature]

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.

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.

14. 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, reasonable attorneys' fees after default and referral to an attorney not a salaried employee of the Lender. 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.

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 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 is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

16. CONDEMNATION. Mortgagor 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. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor 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.

17. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor 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, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor 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 Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

Document is NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder**

N.K.A. Andra Vranjes

NKA Andra Vranjes

Andra Rinich

Craig & Co.

MORTGAGOR:

ACKNOWLEDGMENT.

(Individual)

State Indiana County Lake ss. 1st
Before me, Samantha D. Fowler, a Notary Public this 1st day of
May, 2002, And A. Rnich, and N.K.A. Anda Vranjes, acknowledged the execution of
the annexed instrument.

My commission expires:

May 24, 2008

(Notary Public)

Samantha D. Fowler

(Notary's County) Lake

This instrument was prepared by KRISTEN M. WHITEHEAD, ASSISTANT MANAGER, CENTIER BANK, 600 EAST 84TH AVENUE, MERRILLVILLE, Indiana 46410



**Document is
NOT OFFICIAL!**

This Document is the property of
the Lake County Recorder!

STOP

