

5

WMA

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 069980

2003 JUL -7 PM 3:57

Hold: Rauer

MORRIS W. CARTER  
RECORDER

Space Above This Line For Recording Data

**MORTGAGE**

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is July 2, 2003. The parties and their addresses are:

**MORTGAGOR:**

**RICHARD M. POLING**

husband and wife, as tenants by the entireties  
8410 E. 101st  
Crown Point, Indiana 46307

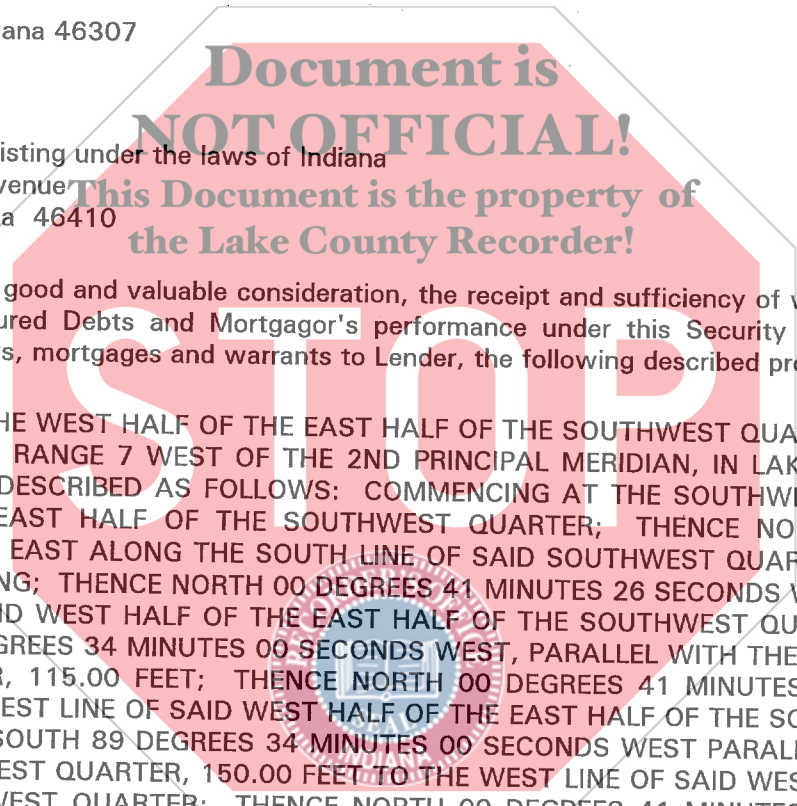
**APRIL POLING**

husband and wife, as tenants by the entireties  
8410 E. 101st  
Crown Point, Indiana 46307

**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:

PARCEL 1: PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 265.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, 175.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 115.00 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, 75.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 150.00 FEET TO THE WEST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 41 MINUTES 26 SECONDS WEST ALONG SAID WEST LINE 150.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 300.00 FEET THENCE SOUTH 00 DEGREES 41 MINUTES 26 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, 400.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 34 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 35.00 FEET TO THE POINT OF BEGINNING.

The property is located in Lake County at 8410 E. 101st , Crown Point, Indiana 46307. 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.

Richard M. Poling  
Indiana Mortgage  
IN/4manderso00623900003872020070203Y

©1996 Bankers Systems, Inc., St. Cloud, MN *Experts*™

Initials \_\_\_\_\_  
Page 1

CB  
17-

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$50,000.00. 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 July 2, 2003, from Mortgage to Lender, with a maximum credit limit of \$50,000.00 with an interest rate of 4.00 percent until July 2, 2003, after which time it may change as the promissory note prescribes and maturing on July 2, 2023. One or more of the debts secured by this Security Instrument contains a future advance provision.

**B. All Debts.** All present and future debts from Mortgage 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 any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgage's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a 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.

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

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgage will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgage will not commit or allow any waste, impairment, or deterioration of the Property. Mortgage will keep the Property free of noxious weeds and grasses. Mortgage agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgage will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgage will notify Lender of all demands, proceedings, claims, and actions against Mortgage, 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 Mortgage 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 Mortgage will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Mortgage 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. Mortgage appoints Lender as attorney in fact to sign Mortgage's name or pay any amount necessary for performance. Lender's right to perform for Mortgage 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. MORTGAGE COVENANTS.** Mortgage agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgage breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit.

By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

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

- A. **Fraud.** Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.
- B. **Payments.** Any party obligated on the Secured Debts fails to make a payment when due.
- C. **Property.** Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

**14. REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

Upon sale of the Property and to the extent not prohibited by law and after first paying all fees, charges and costs, Trustee will pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. Upon any sale of the Property, Trustee will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Trustee will covenant that Trustee has not caused or allowed a lien or an encumbrance to burden the Property and that Trustee will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Trustee. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

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 not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

**15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under 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 payable on demand and 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 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. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**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 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.

**17. 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.

Individually

April/Poling

Individually

Richard M. Poling

*Richard M. Poling*  
MORTGAGOR:

**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.

confirm Lender's lien status on any Property. Time is of the essence. Mortgagor agrees to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor will provide Lender any financial statements or information Lender or other application information. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address to be notice to all parties. Mortgagor will deliver 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 notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the 27. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any Security Instrument.

section headings are for convenience only and are not to be used to interpret or define the terms of this

**26. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The will be severed and the remaining provisions will still be enforceable.

of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made

**25. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor

**24. 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

otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

**23. APPLICABLE LAW.** This Security Instrument is governed by the laws of Indiana, except to the extent Debts and all underlying agreements have been terminated in writing by Lender.

**A. Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured

**22. OTHER TERMS.** The following are applicable to this Security Instrument: appraisement relating to the Property.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of valuation and include, but are not limited to, any anti-deficiency or one-action laws.

bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from

**20. CO-SIGNERS.** If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and

**19. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

purchased the insurance. Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor

the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep

to Lender to the extent of the Secured Debts. acquires the Property in damaged condition, Mortgagor'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 Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds

renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding

**18. 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

**ACKNOWLEDGMENT.**

(Individual)

State OF Indiana, County OF Porter ss.

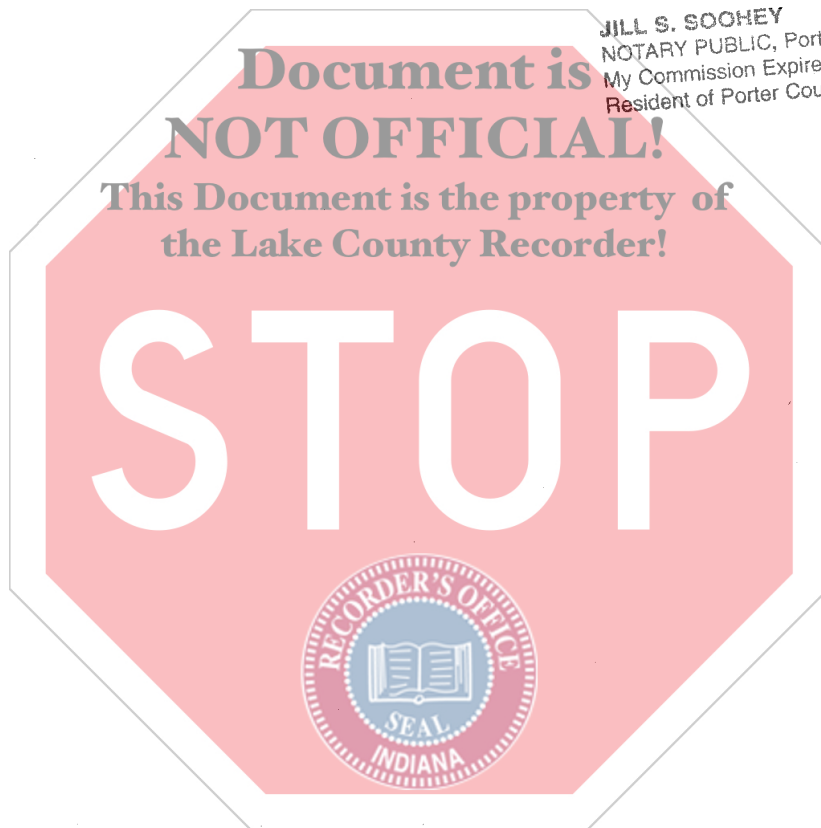
Before me, Jill S. Soohy, a Notary Public this 2 day of July, 2003, Richard M. Poling, husband and wife, as tenants by the entireties, and April Poling, husband and wife, as tenants by the entireties, acknowledged the execution of the annexed instrument.

My commission expires:  
aug 9 2006

(Notary Public) Jill S. Soohy

(Notary's County) Porter

This instrument was prepared by MICHELLE L. ANDERSON, BRANCH MANAGER, 600 EAST 84th AVENUE, MERRILLVILLE, Indiana 46410



JILL S. SOOHEY  
NOTARY PUBLIC, Porter County, Indiana  
My Commission Expires August 9, 2006  
Resident of Porter County, Indiana