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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

*True*

*Hold. Karen* 2003 107499

2003 OCT -07 10:13

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 October 1, 2003. The parties and their addresses are:

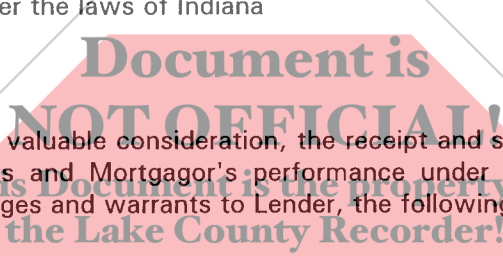
**MORTGAGOR:**

**CHARLENE M HERZIC**  
Individual  
909 Westminster  
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:



PART OF LOT 9 IN COBBLESTONES TOWNHOMES, PHASE 3, AN ADDITION TO THE TOWN OF MUNSTER, AS RECORDED IN PLAT BOOK 79, PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 72 DEGREES 08 MINUTES 45 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 209.43 FEET, TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 00 DEGREES 50 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 32.65 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 147.97 FEET; THENCE SOUTH 56 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 90.63 FEET, TO A POINT ON THE SOUTHERN BOUNDARY OF SAID LOT 9; THENCE SOUTHWEST, ALONG SAID SOUTHERN BOUNDARY, BEING A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 19.05 FEET, TO THE SOUTHERLYMOST CORNER OF SAID LOT 9; THENCE NORTH 64 DEGREES 00 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERN BOUNDARY OF SAID LOT 9, A DISTANCE OF 90.92 FEET, TO A POINT OF DEFLECTION OF SAID SOUTHERN BOUNDARY; THENCE NORTH 89 DEGREES 09 MINUTES 28 SECONDS WEST, ALONG SAID SOUTHERN BOUNDARY, A DISTANCE OF 121.18 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 50 MINUTES 32 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 93.30 FEET, TO THE POINT OF BEGINNING, ALL IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

The property is located in Lake County at 909 Westminster, 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 \$25,000.00. 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:

Charlene M Herzic  
Indiana Mortgage  
IN/4kwhitehe00704400004066017093003Y

*DB CB 17-*

3 debts and all extensions, renewals, refinancings, modifications and dated October 1, 2003, from Mortgage to Lender, with a maximum interest rate of 3.740 percent until October 1, 2003, after which time it prescribes and maturing on October 1, 2023. One or more of the debts contains a future advance provision.

3 debts from Mortgage to Lender, even if this Security Instrument is not are debt is unrelated to or of a different type than this debt. If more than instrument, each agrees that it will secure debts incurred either individually or Security Instrument. Nothing in this Security Instrument constitutes a future loans or advances. Any such commitment must be in writing. In Mortgage's principal dwelling that is created by this Security Instrument, secure any debt for which a non-possessory, non-purchase money security interest is created in "household" in connection with a "consumer loan," as those terms are defined by exceptive credit practices. This Security Instrument will not secure any s created in "margin stock" and Lender does not obtain a "statement of y federal law governing securities.

anced and expenses incurred by Lender under the terms of this Security at all payments under the Secured Debts will be paid when due and in red Debts and this Security Instrument.

or warrants that Mortgage is or will be lawfully seized of the estate and has the right to grant, bargain, convey, sell, mortgage and warrant s that the Property is unencumbered, except for encumbrances of record. ith regard to any other mortgage, deed of trust, security agreement or r security interest or encumbrance on the Property, Mortgage agrees:

and to perform or comply with all covenants.

y notices that Mortgage receives from the holder.

or extension of, nor to request any future advances under any note or ment without Lender's prior written consent.

gator will pay all taxes, assessments, liens, encumbrances, lease payments, es that such amounts are due and the receipts evidencing Mortgage's e to the Property against any claims that would impair the lien of this es to assign to Lender, as requested by Lender, any rights, claims or ist parties who supply labor or materials to maintain or improve the Property, declare the entire balance of the Secured Debts to be immediately or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to t on-sale laws, as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgage has the right and authority to enter into this Security Instrument. The execution and d Mortgage or to which Mortgage i

**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgage will keep the Property in good condition and make all repairs tha impairment, or deterioration of th Property. Mortgage will keep the Property free of noxious weeds and a reasonably necessary. Mortgage will not commit or allow any waste, nature of the occupancy and use will not substantially change without Lender's prior written consent. A gator will not permit any change in any license, restrictive covenant or easement without Lender's prior v claims, and actions against Mortga Lender or Lender's agents may, at inspecting the Property. Lender v reasonable purpose for the inspect Mortgage will in no way rely on L

**11. AUTHORITY TO PERFORM.** If Security Instrument, Lender may, Lender as attorney in fact to sign right to perform for Mortgage will preclude Lender from exercising a construction on the Property is dis necessarily to protect Lender's secu

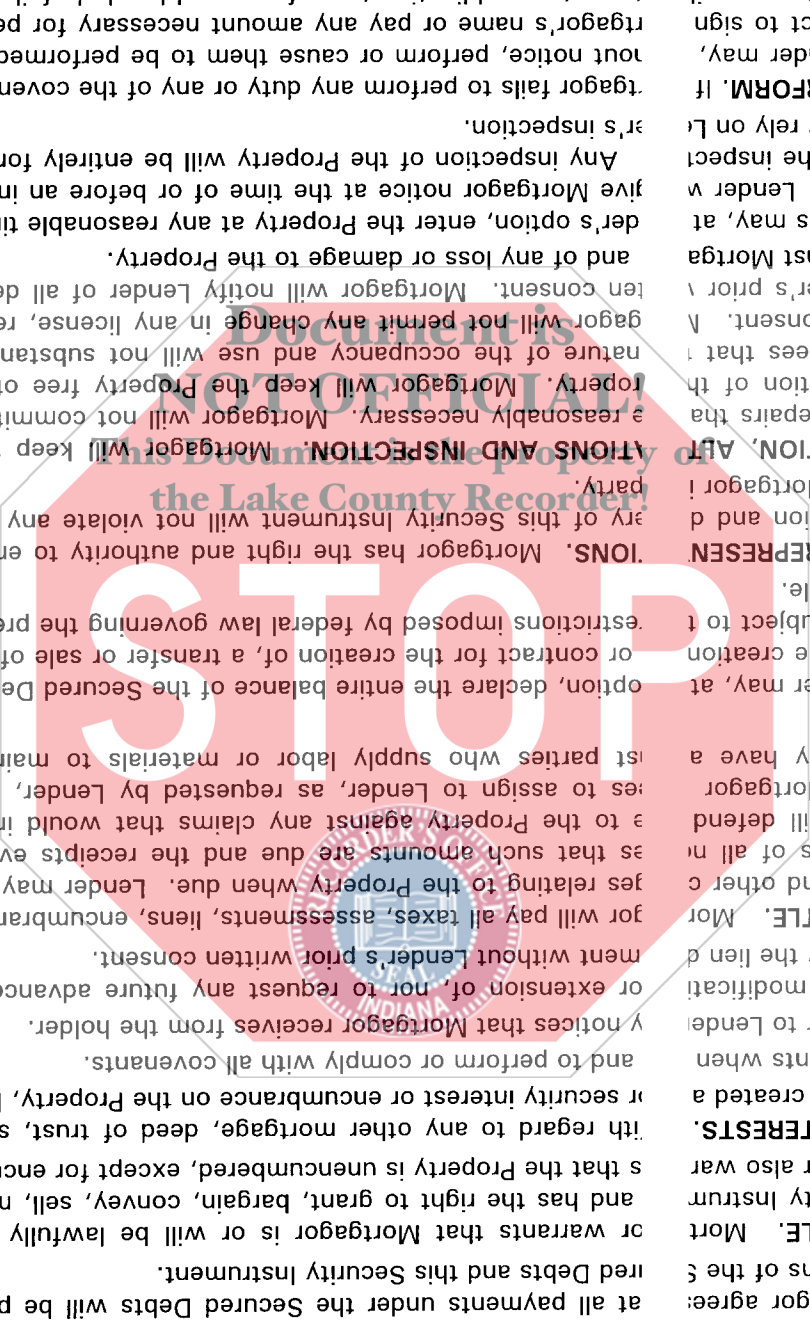
**12. MORTGAGE COVENANTS.** A gator agrees that the covenants in this Security Instrument are material obligations under the Secured Deb Security Instrument, Lender may r By not exercising either remedy or the event a breach if it happens ag

**13. DEFAULT.** Mortgage will be i

**A. Fraud.** Mortgage engages in

**B. Payments.** Any party obligat

nd or material misrepresentation in connection with the Secured Debts. on the Secured Debts fails to make a payment when due.



**A. Specific Debts.** The follo secured by this Security Instrum B. All Debts. All present and fr specifically referenced, or if the debt is unrelated to or of a different type than this debt. If more than instrument, each agrees that it will secure debts incurred either individually or with others who may not sign commitment to make additional the event that Lender falls to subsequent security interest in This Security Instrument will nc interest is created in "household federal law governing unfair ar debt for which a security intere purpose," as defined and require C. Sums Advanced. All sums instrument.

**4. PAYMENTS.** Mortgage agrees accordance with the terms of the 5

**5. WARRANTY OF TITLE.** Mort conveyed by this Security Instrum the Property. Mortgage also war

**6. PRIOR SECURITY INTERESTS.** other lien document that created a

**A.** To make all payments when Security Instrument. Mortgage

**7. CLAIMS AGAINST TITLE.** Mor ground rents, utilities, and other c provide to Lender copies of all n payment. Mortgage will defend Security Instrument. Mortgage

defenses Mortgage may have a Property.

**8. DUE ON SALE.** Lender may, at due and payable upon the creation of contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to t on-sale laws, as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Mortgage has the right and authority to enter into this Security Instrument. The execution and d Mortgage or to which Mortgage i

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**13. DEFAULT.** Mortgage will be i

**A. Fraud.** Mortgage engages in

**B. Payments.** Any party obligat

**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, attorneys' fees, court costs and other legal expenses. 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.

**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 until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. 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."

Mortgage company will give Lender and the Property in damaged or restored to Lender to the extent of the Secured Debts. If Mortgage fails to keep the Property insured Lender may require coverages not originally chosen, and Mortgage will immediately notify Lender of cancellation or termination of insurance. If Mortgage fails to keep the Property insured Lender's interest in the Property. This insurance required of Mortgage, may be written by a company other than one written at a higher rate than Mortgage could obtain if Mortgage will not be required to pay to Lender funds for taxes. Mortgage will not be required to pay to Lender funds for taxes.

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

20. **CO-SIGNERS.** If Mortgage signs mortgage Mortgage does so only to mortgage Mortgage does not agree to be primarily 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 bringing any action or claim against Mortgage, but are not limited to, any deficiency or one-action laws.

21. **WAIVERS.** Except to the extent of the appraisal relating to the Property, the following:

**A. Line of Credit.** The Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts have been terminated in writing by Lender.

22. **OTHER TERMS.** The following terms shall apply to this Security Instrument:

**A. Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts have been terminated in writing by Lender, this Security Instrument shall remain in effect until the Secured Debts are paid in full by the Secured Debtor. This Security Instrument shall be governed by the laws of Indiana, except to the extent otherwise required by the laws of the State of Indiana where the Property is located, and the United States of America.

23. **APPLICABLE LAW.** This Security Instrument shall be governed by the laws of the State of Indiana, except to the extent otherwise required by the laws of the State of Indiana where the Property is located, and the United States of America.

24. **JOINT AND INDIVIDUAL LIABILITY.** Each Mortgagee's obligations under this Security Instrument shall be independent of the obligations of any other Mortgagee. Lender may sue each Mortgagee individually or together with any other Mortgagee for the remaining obligations of the Mortgagee. Lender may release any part of the Property and Mortgagee's obligations under this Security Instrument shall be enforceable. The duties and benefits of this Security Instrument shall be enforceable.

25. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No oral agreement or modification of this Security Instrument shall be enforceable unless made in writing and executed by Mortgagee 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 shall be severed and the remaining provisions shall still be enforceable.

26. **INTERPRETATION.** Whenever used in this Security Instrument, 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.

27. **NOTICE, FINANCIAL REPORTING AND PARTIES.** Unless otherwise required by law, any notice will be given by delivering it to the address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagee will inform Lender in writing of any change in Mortgagee's name, address or other application information. Mortgagee will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagee gives Lender will be correct and complete. Mortgagee agrees to sign, deliver, file any additional documents or certifications that Lender may consider necessary to perfect, continue, a confirm Lender's lien status on any property. Time is of the essence. Mortgagee also acknowledges receipt of a copy of this Security Instrument.

**SIGNATURES.** By signing, Mortgagee agrees to the terms and covenants contained in this Security Instrument.

**MORTGAGOR:**  
Charlene M Herzic  
Individually

**ACKNOWLEDGMENT.**

(Individual)

State Indiana OF County OF Lake ss. 18<sup>th</sup> day of October, 2003, Charlene M Herzic, Individual, acknowledged the execution of the annexed instrument.

My commission expires:

May 24, 2008

(Notary Public)

[Signature]

(Notary's County)

Lake



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