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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2003 OCT 07 10:13

MORRIS W. CARTER
RECORDER

2003 107501

Hold: Raven

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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:

WILLIAM J WHITE

Joint Tenants, with right of survivorship
3451 W Lakeshore Dr
Crown Point, Indiana 46307

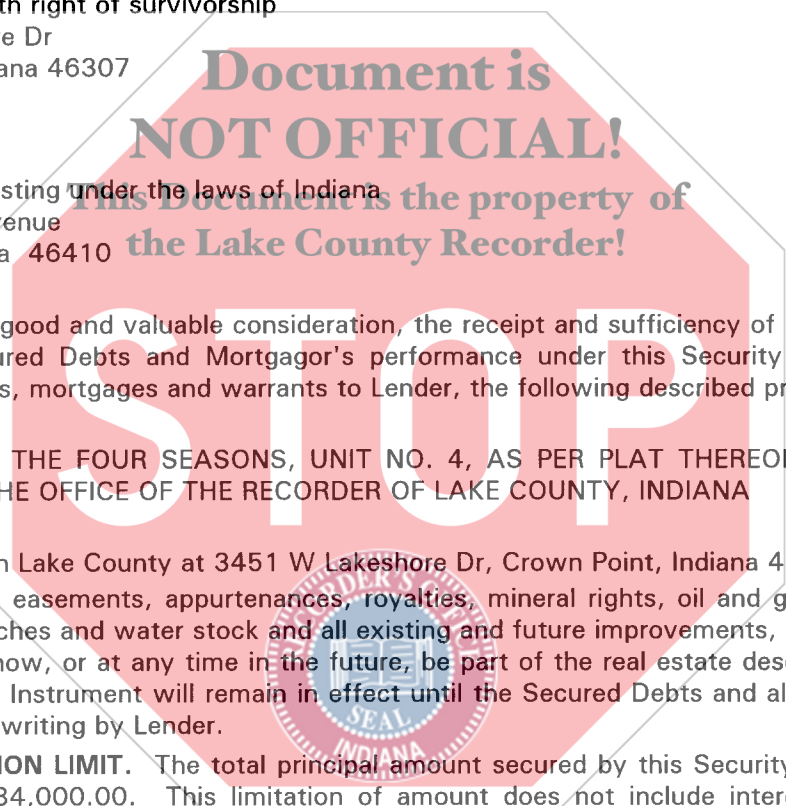
DEBORAH J WHITE

A/K/A Deborah J. Lovings
Joint Tenants, with right of survivorship
3451 W Lakeshore Dr
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:

LOT 839 IN LAKES OF THE FOUR SEASONS, UNIT NO. 4, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38, PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The property is located in Lake County at 3451 W Lakeshore Dr, 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.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$84,000.00. 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. 00010-30100581, dated October 1, 2003, from Mortgagor to Lender, with a maximum credit limit of \$84,000.00 with an interest rate of 3.740 percent until October 1, 2003, after which time it may change as the promissory note prescribes and maturing on October 1, 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 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

WB CB
17-

the event that Lender fails to
subsequent security interest in
This Security Instrument will n
interest is created in "househol
federal law governing unfair a
debt for which a security inter
purpose," as defined and requir
C. **Sums Advanced.** All sums
Instrument.

4. PAYMENTS. Mortgagor agree
accordance with the terms of the
Mortgagor's principal dwelling that is created by this Security Instrument.
Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments,
ground rents, utilities, and other c
provide to Lender copies of all n
payment. Mortgagor will defend
Security Instrument. Mortgagor
defenses Mortgagor may have e
Property.

8. DUE ON SALE. Lender may, at
due and payable upon the creator
Property. This right is subject to
on-sale laws, as applicable.

9. WARRANTIES AND REPRESENTATIONS. The execution and d
Mortgagor or to which Mortgagor
Instrument.

10. PROPERTY CONDITION, ALTI
condition and make all repairs tha
impairment, or deterioration of t
grasses. Mortgagor agrees that
Lender's prior written consent. M
easement without Lender's prior
claims, and actions against Mortgage
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 v
reasonable purpose for the inspec
Mortgagor 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 Mortgagor will
preclude Lender from exercising a
construction on the Property is dis
necessary to protect Lender's sec
obligations under the Secured Det
Security Instrument, Lender may r
By not exercising either remedy or
the event a breach if it happens ag
13. **DEFAULT.** Mortgagor will be i
A. **Fraud.** Mortgagor engages in
B. **Payments.** Any party obligat
C. **Property.** Any action or fir
Property.

14. REMEDIES ON DEFAULT. In
Instrument, Lender may accelerat
provided by law if Mortgagor is i
foreclosure actions.

At the option of the Lender, all or
become immediately due and paya
anytime thereafter.

vide any required notice of the right of rescission, Lender waives any
Mortgagor's principal dwelling that is created by this Security Instrument.
secure any debt for which a non-possessory, non-purchase money security
"consumer loan," as those terms are defined by
deceptive credit practices. This Security Instrument will not secure any
is created in "margin stock" and Lender does not obtain a "statement of
by federal law governing securities.

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

at all payments under the Secured Debts will be paid when due and in
red Debts and this Security Instrument.

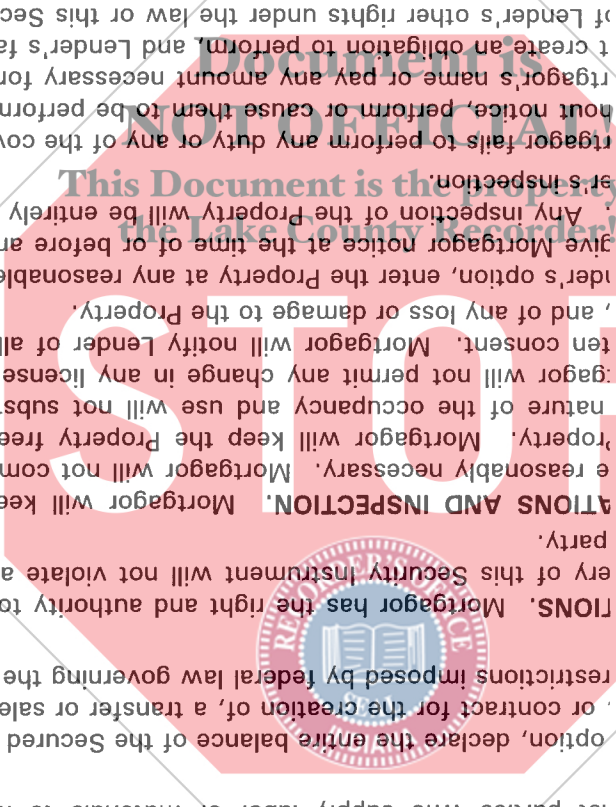
for warrants that Mortgagor is or will be lawfully seized of the estate
and has the right to grant, bargain, convey, sell, mortgage and warrant
with regard to any other mortgage, deed of trust, security agreement or
or security interest or encumbrance on the Property, Mortgagor agrees:
; and to perform or comply with all covenants.
ly notices that Mortgagor receives from the holder.
or extension of, nor to request any future advances under any note or
Instrument without Lender's prior written consent.

gor will pay all taxes, assessments, liens, encumbrances, lease payments,
es that such amounts are due and the receipts evidencing Mortgagor's
e to the Property against any claims that would impair the lien of this
ees to assign to Lender, as requested by Lender, any rights, claims or
nt parties who supply labor or materials to maintain or improve the
option, 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
restrictions imposed by federal law governing the preemption of state due-
IONS. Mortgagor has the right and authority to enter into this Security
ery of this Security Instrument will not violate any agreement governing
Mortgagor will keep the Property in good
e reasonably necessary. Mortgagor will not commit or allow any waste,
roperty. Mortgagor will keep the Property free of noxious weeds and
nature of the occupancy and use will not substantially change without
Lender's prior written consent. M
Mortgagor will not permit any change in any license, restrictive covenant or
easement without Lender's prior
claims, and actions against Mortgage
, and of any loss or damage to the Property.

nder's option, enter the Property at any reasonable time for the purpose of
give Mortgagor notice at the time of or before an inspection specifying a
Any inspection of the Property will be entirely for Lender's benefit and
Mortgagor fails to perform any duty or any of the covenants contained in this
out notice, perform or cause them to be performed. Mortgagor appoints
Mortgagor's name or pay any amount necessary for performance. Lender's
t create an obligation to perform, and Lender's failure to perform will not
of Lender's other rights under the law or this Security Instrument. If any
continued or not carried on in a reasonable manner, Lender may take all steps
interest in the Property, including completion of the construction.

gagor agrees that the covenants in this Security Instrument are material
and this Security Instrument. If Mortgagor breaches any covenant in this
se to make additional extensions of credit or may reduce the credit limit.
ortgagor's breach, Lender does not waive Lender's right to later consider
fault if any of the following occur:
nd or material misrepresentation in connection with the Secured Debts.
on the Secured Debts fails to make a payment when due.
on occurs that adversely affects the Property or Lender's rights in the
dition to any other remedy available under the terms of this Security
Instrument, Lender may accelerate
provided by law if Mortgagor is i
foreclosure actions.

At the option of the Lender, all or
become immediately due and paya
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."

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.

ACKNOWLEDGMENT.

(Individual)

State OF Indiana , County OF Lake ss.
Before me, Paul B. Thiel , a Notary Public this 1st day of
October , 2003 , William J White , Joint Tenants, with right of survivorship, and Deborah J
White , Joint Tenants, with right of survivorship, acknowledged the execution of the annexed instrument.

My commission expires:

(Notary Public)

Paul B. Thiel
(Notary's County) Lake

PAUL B. THIEL
Notary Public, State of Indiana
County of Lake
My Commission Expires Oct. 17, 2008



This instrument was prepared by LORI DORUSHA , PRIVATE BANKING COORDINATOR, CENTIER BANK, 600 EAST 84TH AVENUE, MERRILLVILLE, Indiana 46410