



OF INDIANA

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 29, 2003. The parties and their addresses are:

MORTGAGOR:

KAREN M MOOREHEAD

A/K/A Karen Marie Moorehead 1309 N Main St Crown Point, Indiana 46307

LENDER:

CENTIER BANK

Organized and existing under the laws of Indiana 600 East 84th Avenue Merrillville, Indiana 46410 35-0161790

Jocument is

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 4 IN LIBERTY PARK HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The property is located in Lake County at 1309 N Main St, 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 \$12,000.00. 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 September 29, 2003, from Mortgagor to Lender, with a loan amount of \$12,000.00 with an interest rate of 6.24 percent per year and maturing on October 3, 2018.
 - 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 the event that Lender fails to provide any required 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-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.

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Indiana **Mortgage** IN/4XIplesha00704400004066019100203Y

anced and expenses incurred by Lender under the terms of this Security

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

Vith regard to any other mortgage, deed of trust, security agreement or ts that the Property is unencumbered, except for encumbrances of record. and has the right to grant, bargain, convey, sell, mortgage and warrant or warrants that Mortgagor is or will be lawfully seized of the estate

or security interest or encumbrance on the Property, Mortgagor agrees:

sand to perform or comply with all covenants.

ıment without Lender's prior written consent. or extension of, nor to request any future advances under any note or y notices that Mortgagor receives from the holder.

at parties who supply labor or materials to maintain or improve the ees to assign to Lender, as requested by Lender, any rights, claims or e to the Property against any claims that would impair the lien of this es that such amounts are due and the receipts evidencing Mortgagor's ges relating to the Property when due. Lender may require Mortgagor to gor will pay all taxes, assessments, liens, encumbrances, lease payments,

restrictions imposed by federal law governing the preemption of state dueor contract for the creation of, a transfer or sale of all or any part of the option, declare the entire balance of the Secured Debts to be immediately

ery of this Security Instrument will not violate any agreement governing TIONS. Mortgagor has the right and authority to enter into this Security

, and of any loss or damage to the Property. ten consent. Mortgagor will notify Lender of all demands, proceedings, tgagor will not permit any change in any license, restrictive covenant or nature of the occupancy and use will not substantially change without Property. Mortgagor will keep the Property free of noxious weeds and e reasonably necessary. Mortgagor will not commit or allow any waste, ATIONS AND INSPECTION. Mortgagor will keep the Property in good

Any inspection of the Property will be entirely for Lender's benefit and give Mortgagor notice at the time of or before an inspection specifying a der's option, enter the Property at any reasonable time for the purpose of

tinued or not carried on in a reasonable manner, Lender may take all steps interest in the Property, including completion of the construction. of Lender's other rights under the law or this Security Instrument. If any t create an obligation to perform, and Lender's failure to perform will not irtgagor's name or pay any amount necessary for performance. Lender's hout notice, perform or cause them to be performed. Mortgagor appoints rigagor fails to perform any duty or any of the covenants contained in this er's inspection,

efault if any of the following occur:

eed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts an assignment for the benefit of creditors or becomes insolvent, either iake a payment in full when due.

fails to perform any condition or to keep any promise or covenant of this igor dies or is declared legally incompetent.

r makes any verbal or written statement or provides any financial s in default on any other debt or agreement Mortgagor has with Lender. ours under the terms of any other transaction document.

risty or appeal any judgment against Mortgagor. te, or conceals a material fact at the time it is made or provided.

so manner or for a purpose that threatens confiscation by a legal

ges Mortgagor's name or assumes an additional name without notifying

the transfer of the Property, is subject to the restrictions contained in the ransfers all or a substantial part of Mortgagor's money or property. This

3 Property declines or is impaired.

elieves that Lender is insecure.

Any amounts advanced on Mortgagor's behalf will be ured Debts. and all remedies Lender has under state or federal law or in any instrument

> Instrument. C. Sums Advanced. All sums

A. To make all payments when other lien document that created a 6. PRIOR SECURITY INTERESTS. the Property. Mortgagor also was conveyed by this Security Instrun 5. WARRANTY OF TITLE. accordance with the terms of the: 4. PAYMENTS. Mortgagor agree

agreement secured by the lien of C. Not to allow any modificat B. To promptly deliver to Lende

Property. defenses Mortgagor may have ¿ Security Instrument. Mortgagor payment. Mortgagor will defend provide to Lender copies of all n ground rents, utilities, and other c 7. CLAIMS AGAINST TITLE. Mo

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

9. WARRANTIES AND REPRESEN

grasses. Mortgagor agrees that condition and make all repairs the 10. PROPERTY CONDITION, ALT Mortgagor or to which Mortgagor Instrument. The execution and c

Security Instrument, Lende<mark>r ma</mark>y, 11. AUTHORITY TO PERFORM. If Mortgagor will in no way rely on L reasonable purpose for the inspec inspecting the Property. Lender v Lender or Lender's agents may, at claims, and actions against Mortge easement without Lender's prior Lender's prior written consent. impairment, or deterioration of tl

12. DEFAULT. Mortgagor will be necessary to protect Lender's sect Sib si yfraqorq ant no noitsurtznos preclude Lender from exercising a right to perform for Mortgagor wi Lender as attorney in fact to sign

as they become due. because Mortgagor's liabilities B. Insolvency, Mortgagor ma A. Payments. Mortgagor fails 1

Security Instrument. D. Failure to Perform. Mortgag C. Death or Incompetency. Mc

I. Forfeiture. The Property is H. Judgment. Mortgagor fails ! information that is untrue, inacc Mortg G. Misrepresentation. F. Other Agreements. Mortgag E. Other Documents. A default

DUE ON SALE section. condition of default, as it relate K. Property Transfer. Mortgag Lender before making such a ch J. Name Change. Mortgagor (authority.

evidencing or pertaining to the 13. **REMEDIES**. Lender may use a M. Insecurity. Lender reasonab L. Property Value. The value of

YE0200191030044000044050191X4/NI Indiana Mortgage Karen M Moorehead 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 any 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 full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it 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 This Document is the property of 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
 - 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. 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.

- 18. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 19. 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 Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a

gor, Mortgagor agrees to waive any rights that may prevent Lender from Mortgagor or any party indebted under the obligation. These rights may is deficiency or one-action laws.

in-deficiency or one-action laws. ent prohibited by law, Mortgagor waives all rights of valuation and

y Instrument is governed by the laws of Indiana, except to the extent re jurisdiction where the Property is located, and the United States of

Y AND SUCCESSORS. Each Mortgagor's obligations under this Security abligations of any other Mortgagor. Lender may sue each Mortgagor r Mortgagor. Lender may release any part of the Property and Mortgagor ity Instrument for the remaining Property. The duties and benefits of this fit the successors and assigns of Lender and Mortgagor.

ND SEVERABILITY. This Security Instrument may not be amended or identication of this Security Instrument is effective unless made and Lender. This Security Instrument is unenforceable, then the unenforceable provision this Security Instrument is unenforceable, then the unenforceable provision with Security Instrument is unenforceable.

visions will still be entorceable.

3d, the singular includes the plural and the plural includes the singular. The sonly and are not to be used to interpret or define the terms of this

MD ADDITIONAL DOCUMENTS. Unless otherwise required by law, any mailing it by first class mail to the appropriate party's address listed in the y other address designated in writing. Notice to one party will be deemed will inform Lender in writing of any change in Mortgagor's name, address that information Mortgagor gives Lender will be correct and complete. If the any additional documents or certifications that Lender may consider the any additional documents or certifications that Lender may consider preserve Mortgagor's obligations under this Security Instrument and to operty. Time is of the essence.

agrees to the terms and covenants contained in this Security Instrument.

of a copy of this Security Instrument.

bringing any action or claim agair include, but are not limited to, any 20. WAIVERS. Except to the appraisement relating to the Prope otherwise required by the laws otherwise required by the laws connetics.

guaranty between Lender and Moi

122. JOINT AND INDIVIDUAL LIAE Instrument are independent of the individually or together with any c will still be obligated under this Security Instrument, INTEGRATION modified by oral agreement. No a in writing and executed by Mortge of the agreement. If any provision of the agreement. If any provision will be severed and the remaining will be severed and the remaining section headings are for convenisection headings are for convenisection.

25. NOTICE, FINANCIAL REPORT notice will be given by delivering in DATE AND PARTIES section, or to to be notice to all parties. Mortgs or other application information. requests. All financial statemen Mortgagor agrees to sign, deliver, necessary to perfect, continue, and confirm Lender's lien status on and confirm Lender's lien status on and

SIGNATURES. By signing, Mortge Mortgagor also acknowledges rece

Karen M Moorehead

Vileubivibul

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Document is

NOT OFFICIAL!

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ACKNOWLEDGMENT.

(Individual)

State OF Indiana County OF Size ss.

Before me. / Orange Klacker, a Notary Public this 29 day of Size states.

My commission expires:

(Notary Public)

YARIA GENE KLAHN

MOTARY PUBLIC, Lake County, Indiana

Wy Commission Expires March 29, 2008

(Notary's County)

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This instrument was prepared by LINDA L. PLESHA, OPERATIONS MANAGER, CENTIER BANK, 600 EAST 84TH AVENUE, MERRILLVILLE, Indiana 46410



Resident of Lake County, Indiana