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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 023486

2005 MAR 28 PM 2:31

Hold: Raven

MICHAEL A. BROWN  
RECORDER

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**MORTGAGE**

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is March 21, 2005. The parties and their addresses are:

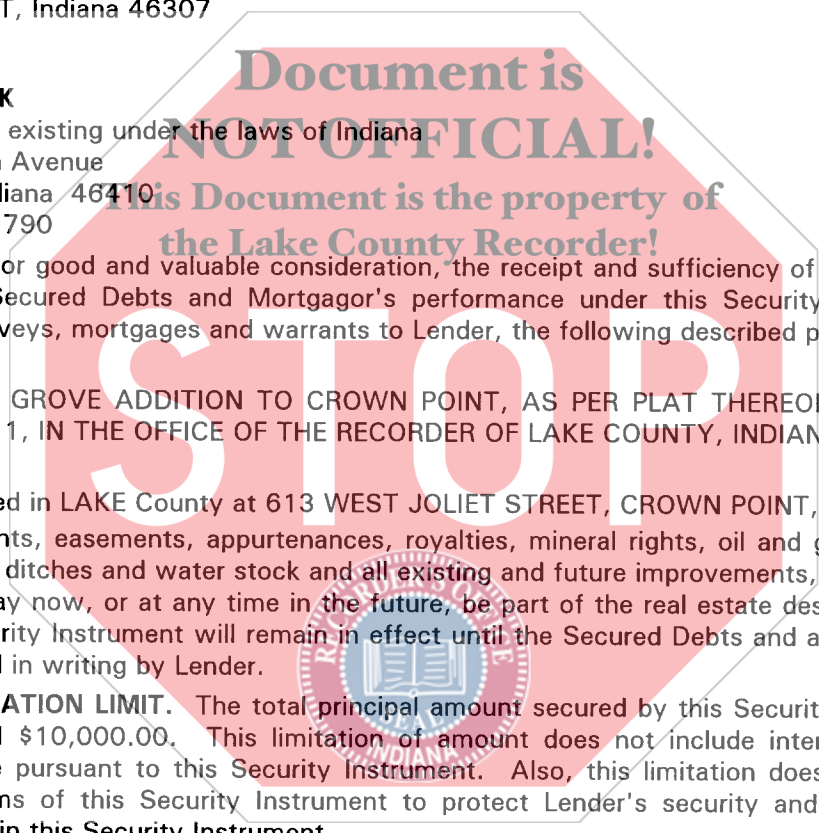
**MORTGAGOR:**

**JOEL R. CLEMONS**  
613 WEST JOLIET STREET  
CROWN POINT, Indiana 46307

**LAURA J. CLEMONS**  
HUSBAND AND WIFE  
613 WEST JOLIET STREET  
CROWN POINT, Indiana 46307

**LENDER:**

**CENTIER BANK**  
Organized and existing under the laws of Indiana  
600 East 84th Avenue  
Merrillville, Indiana 46410  
TIN: 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 1 IN COTTAGE GROVE ADDITION TO CROWN POINT, AS PER PLAT THEREOF, RECORDED IN MISC. RECORD A, PAGE 511, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 613 WEST JOLIET STREET, 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 \$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 or other agreement, No. 00010, dated March 21, 2005, from Mortgagor to Lender, with a maximum credit limit of \$10,000.00, with an interest rate of 5.500 percent until March 21, 2005, after which time it may change as the promissory note prescribes and maturing on March 21, 2025. 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 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.

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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 constitute a waiver of Lender's right to anytime thereafter.

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 foreclosure actions.

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

Property.

C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.

A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

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

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.

12. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit.

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. Lender's

necessary to protect Lender's security interest in the Property, including completion of the construction.

construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps

right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not

Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's

Security Instrument, Lender may, without notice, perform or cause them to be performed. Lender's

Mortgagor will in no way rely on Lender's inspection.

reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and

inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of

claims, and actions against Mortgagor, and of any loss or damage to the Property.

easement without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or

Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or

grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without

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 not commit or allow any waste,

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good

Mortgagor or to which Mortgagor is a party.

Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security

by federal law (12 C.F.R. 591), as applicable.

encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed

Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien,

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured

Property.

defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the

Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or

payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this

provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's

ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments,

agreement secured by the lien document without Lender's prior written consent.

C. Not to allow any modification or extension of, nor to request any future advances under any note or

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

A. To make all payments when due and to perform or comply with all covenants.

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, Mortgagor agrees:

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

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate

accordance with the terms of the Secured Debts and this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in

Instrument.

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

purpose," as defined and required by federal law governing securities.

debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of

federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any

interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by

interest will not secure any debt for which a non-purchase money security, non-purchase money security

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 or any other document relating to the Secured Debts. 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. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. 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, 42 U.S.C. 9601 et seq.), 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.

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

**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 Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisal relating to the Property.

**22. OTHER TERMS.** The following are applicable to this Security Instrument:



**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 Debts and all underlying agreements have been terminated in writing by Lender.

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

**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 individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

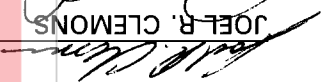
**25. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

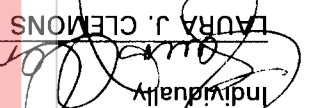
**26. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**27. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES.** Unless otherwise required by law, any notice will be given by delivering 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 Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**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.

**MORTGAGOR:**

  
JOEL R. CLEMONS  
Individually

  
LAURA J. CLEMONS  
Individually



**ACKNOWLEDGMENT.**

(Individual)

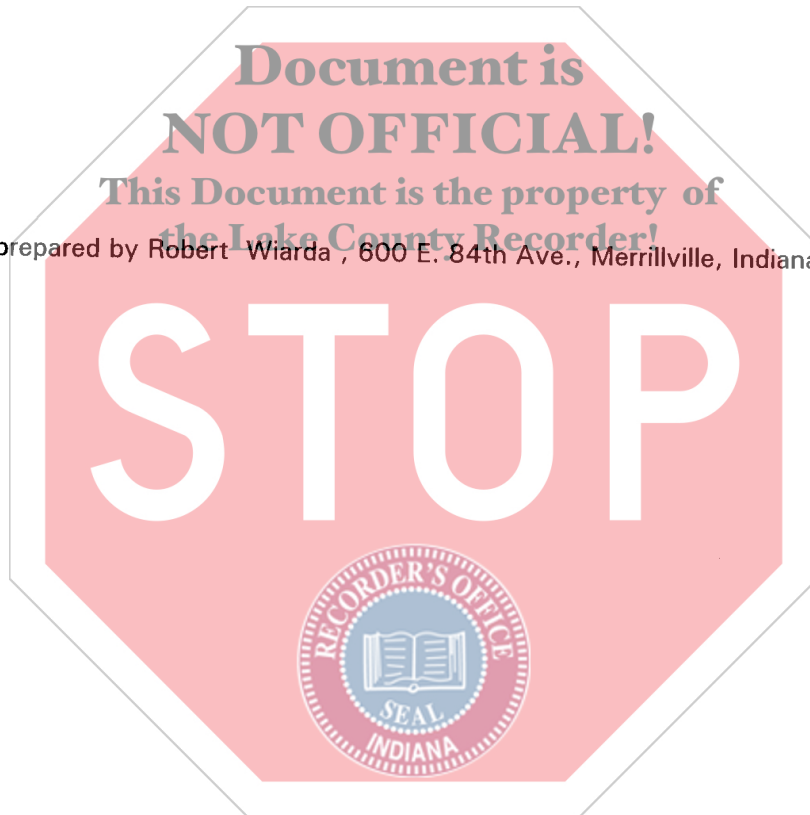
STATE OF INDIANA, COUNTY OF LAKE ss.  
Before me, LINDA PUESHA, a Notary Public this 21<sup>st</sup> day of  
MARCH, 2005, JOEL R. CLEMONS, and LAURA J. CLEMONS, HUSBAND AND WIFE,  
acknowledged the execution of the annexed instrument.

My commission expires:

12/15/06

(Notary Public) Linda Plesha

(Notary's County) LAKE



This instrument was prepared by Robert Wiarda, 600 E. 84th Ave., Merrillville, Indiana 46410