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2007 045017

STATE OF INDIANA
COUNTY OF LAKE
2007 JUN 14 AM 9:05
MICHAEL J. ...
...

Chicago Title Insurance Company

Return to: Centier Bank, 600 E. 84th Ave., Merrillville,
Indiana 46410

81263

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MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is May 23, 2007. The parties and their addresses are:

MORTGAGOR:

EDWARD M. MATY
444 SYCAMORE LANE
LOWELL, Indiana 46356

DIANNE MATY
HUSBAND AND WIFE
444 SYCAMORE LANE
LOWELL, Indiana 46356

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 East 84th Avenue
Merrillville, Indiana 46410

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 105 IN MEADOWBROOK PHASES 5, 6, AND 8, IN THE TOWN OF LOWELL, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 86, PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, CROWN POINT, INDIANA 46307.

KEY NO.: 4-205-5

COMMONLY KNOWN AS: 444 SYCAMORE LANE, LOWELL 46356

The property is located in LAKE County at 444 SYCAMORE LANE, LOWELL, Indiana 46356. 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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

EDWARD M. MATY
Indiana Mortgage
IN/4XXdpiske00005900005586024052307Y

CTIC has made an accommodation
recording of the instrument

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CT
DP

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

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

13. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be 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 or any other document relating to the Secured Debts. 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. 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.

one-action laws.
under the obligation. These rights may include, but are not limited to, any anti-deficiency or
may prevent Lender from bringing any action or claim against Mortgagee or any party indebted
secures a guaranty between Lender and Mortgagee, Mortgagee agrees to waive any rights that
Security instrument to be personally liable on the Secured Debts. If this Security instrument
Property to secure payment of the Secured Debts and Mortgagee does not agree by signing this
pay the Secured Debts, Mortgagee does so only to mortgage Mortgagee's interest in the
19. CO-SIGNERS. If Mortgagee signs this Security instrument but is not otherwise obligated to
funds for taxes and insurance in escrow.

18. ESCROW FOR TAXES AND INSURANCE. Mortgagee will not be required to pay to Lender
commissions on the purchase of this insurance.
Mortgagee acknowledges and agrees that Lender or one of Lender's affiliates may receive
written at a higher rate than Mortgagee could obtain if Mortgagee purchased the insurance.
Mortgagee, may be written by a company other than one Mortgagee would choose, and may be
to the Secured Debts. This insurance may include coverages not originally required of
premiums to the balance of the Secured Debts and charge interest on it at the rate that applies
may demand that Mortgagee pay for the insurance all at once, or Lender may add the insurance
interest in the Property and Mortgagee will pay for the insurance on Lender's demand. Lender
Mortgagee fails to keep the Property insured, Lender may obtain insurance to protect Lender's
Mortgagee will immediately notify Lender of cancellation or termination of insurance. If
Debts.

rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured
Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagee's
insurance proceeds will be applied to restoration or repair of the Property or to the Secured
Mortgagee will give Lender and the insurance company immediate notice of any loss. All
include a standard "mortgage clause" and, where applicable, "loss payee clause."
approval, which will not be unreasonably withheld. All insurance policies and renewals will
the Secured Debts. Mortgagee may choose the insurance company, subject to Lender's
What Lender requires pursuant to the preceding two sentences can change during the term of
requires. This insurance will last until the Property is released from this Security instrument.
associated with the Property. Mortgagee will maintain this insurance in the amount Lender
17. INSURANCE. Mortgagee agrees to keep the Property insured against the risks reasonably

to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
will be applied as provided in this Security instrument. This assignment of proceeds is subject
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
in Mortgagee's name in any of the above described actions or claims. Mortgagee assigns to
condemnation, eminent domain, or any other means. Mortgagee authorizes Lender to intervene
action by private or public entities to purchase or take any or all of the Property through
16. CONDEMNATION. Mortgagee will give Lender prompt notice of any pending or threatened
release or threatened release of any Hazardous Substance or the violation of any
Environmental Law.

D. Mortgagee will immediately notify Lender in writing as soon as Mortgagee has reason to
believe there is any pending or threatened investigation, claim, or proceeding relating to the
action in accordance with any Environmental Law.
Law concerning the Property. In such an event, Mortgagee will take all necessary remedial
Substance occurs on, under or about the Property or there is a violation of any Environmental
C. Mortgagee will immediately notify Lender if a release or threatened release of a Hazardous
Environmental Law.
every tenant have been, are, and will remain in full compliance with any applicable
B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagee and
appropriate for the normal use and maintenance of the Property.
not apply to small quantities of Hazardous Substances that are generally recognized to be
Substance is or will be located, stored or released on or in the Property. This restriction does
A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous
Mortgagee represents, warrants and agrees that:

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, 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.

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

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

22. 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. 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. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.


23. 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.

24. 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.

25. 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:


EDWARD M. MATY

Individually


DIANNE MATY

Individually



ACKNOWLEDGMENT:
 (Individual)
 OF Indiana, County OF Madison
 Before me, Debra M. Miller
 a Notary Public this 23rd day of July
 AND WIFE, acknowledged the execution of the annexed instrument.
 My commission expires: 7-13-09
 (Notary Public) Debra M. Miller
 (Notary's County) Madison

Official Seal
 DEBRA M. MILLER
 Resident of Newton County, IN
 My commission expires
 July 13, 2009

STOP

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Name: Mary Sue Cieslak
 This Document is the property of
 the Lake County Recorder?

This instrument was prepared by Mary Sue Cieslak, 600 E. 84th Ave., Merrillville, Indiana 46410

