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Return to: Centier Bank, ATTN: LOAN SERVICING, 600 E. 84TH AVENUE, Merrillville, Indiana 46410

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MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 21, 2010. The parties and their addresses are:

MORTGAGOR:

JACK M. CHURILLA
9393 ROOSEVELT STREET
CROWN POINT, IN 46307

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 East 84th Avenue
Merrillville, IN 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 76, WIRTZ CROWN HEIGHTS, UNIT 4, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 39 PAGE 86, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 9393 ROOSEVELT 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 \$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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

- A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 80000, dated September 21, 2010, from JACK M. CHURILLA and ERICA M. CHURILLA (Borrower) to Lender, with a loan amount of \$25,000.00 and maturing on October 3, 2020.
- B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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4 PAYMENTS Mortgagee agrees that all amounts due under the secured Debts and this Security Instrument due in accordance with the terms of the secured Debts and this Security Instrument.

5 WARRANTY OF TITLE Mortgagee warrants that Mortgagee is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, self mortgage and warrant the Property. Mortgagee also warrants that the Property is unencumbered, except for any encumbrances of record.

6. PRIOR SECURITY INTERESTS Mortgagee warrants that there is no other mortgage, deed of trust, security agreement or other lien document that encumbers the Property or that encumbrance on the Property. Mortgagee agrees to make all payments due under the Security Instrument in accordance with the terms of the Security Instrument.

7 CLAIMS AGAINST TITLE Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, covenants and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to the Property against any claims that would impair the Security Instrument. Mortgagee agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve the Property.

8 DUE ON SALE OR ENCUMBRANCE Lender may, in its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien encumbrance, assignment or sale of all or any part of the Property. This right is subject to the restrictions imposed by applicable law. Section 5911 is applicable.

9 WARRANTIES AND REPRESENTATIONS Mortgagee has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagee or to which Mortgagee is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagee will keep the Property in good condition and take all repairs that are reasonably necessary. Mortgagee will not commit or allow any waste, impairment or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will not permit any change of any restrictive covenant or easement without Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee and all assessments or charges to the Property.

Lender or Lender's agents may, at Lender's option, inspect the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagee will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM Mortgagee shall not be under any duty or any of the covenants contained in this Security Instrument, or Lender, without notice, perform or cause them to be performed. Mortgagee appoints Lender as its agent to sign Mortgagee's name or pay any amount necessary for performance of any obligation to perform for Mortgagee or to create an obligation to perform, and Lender's agent, as permitted by this Security Instrument, may exercise any of Lender's other rights under the terms of this Security Instrument. If any construction on the Property is discontinued or not commenced in a reasonable manner, Lender may take all steps necessary to protect Lender's interest in the Property, including completion of the construction.

12. DEFAULT Mortgagee will be in default under the following circumstances:

A. Payments. Mortgagee or Borrower fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The estate of Mortgagee is subject to insolvency or appointment of a receiver by or on behalf of a court of competent jurisdiction, or the assignment for the benefit of creditors by or on behalf of the Mortgagee or any voluntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition, debtors relief law by or against Mortgagee, Borrower, or any guarantor, assignor, or guarantor of this Security Instrument or any other obligations covered by this Security Instrument.

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

D. Failure to Perform. Mortgagee fails to perform any obligation 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 Debt.

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 Borrower's financial condition from the conditions set forth in Borrower'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.

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.

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, no other remedies are available to Lender. Mortgagee and every tenant have been notified in writing of the violation and the mortgagee with any applicable Environmental Law.

(2) Mortgagee will immediately notify the lender in writing of any threatened release of a hazardous substance or any other violation of any applicable Environmental Law concerning the Property. Mortgagee will take all necessary remedial action in accordance with any applicable Environmental Law.

(3) Mortgagee will immediately notify the lender in writing as soon as Mortgagee has reason to believe there is any pending or threatened release of a hazardous substance or the violation of any applicable Environmental Law. Mortgagee will immediately notify the lender in writing of any pending or threatened release of a hazardous substance or the violation of any applicable Environmental Law.

16 CONDEMNATION. Mortgagee will immediately notify the lender in writing of any pending or threatened action by private or public entities, or any governmental authority, to take any of all of the Property through condemnation, eminent domain or otherwise for the use of the lender. Mortgagee authorizes Lender to intervene in Mortgagee's name in any of the above described proceedings or claims. Mortgagee assigns to Lender the proceeds of any award or settlement for damages connected with a condemnation or other taking of all or any part of the Property. The 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 agreement, deed of trust agreement or other document.

17 INSURANCE. Mortgagee agrees to cause the lender to be insured against the risks reasonably associated with the Property. Mortgagee will cause the lender to be insured in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the foregoing requirements can change during the term of the Secured Debts. Mortgagee must cause the lender to be insured by a company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard mortgage clause, which shall provide for the lender's loss payable clause. All Mortgagee will give Lender and the lender's assignee immediate notice of any loss. Insurance proceeds will be applied to the lender's benefit in the order of priority set forth in the Security Instrument. If Lender requires the lender to be insured by a company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard mortgage clause, which shall provide for the lender's loss payable clause.

Mortgagee will immediately notify the lender in writing of any pending or threatened release of a hazardous substance or the violation of any applicable Environmental Law. Mortgagee will take all necessary remedial action in accordance with any applicable Environmental Law. Mortgagee will immediately notify the lender in writing of any pending or threatened release of a hazardous substance or the violation of any applicable Environmental Law. Mortgagee will take all necessary remedial action in accordance with any applicable Environmental Law.

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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:

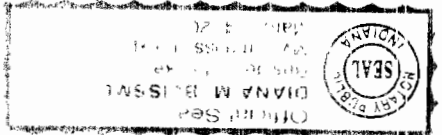


JACK M. CHURILLA
Individually

ACKNOWLEDGMENT

(Individual)

State of Indiana OF County ss. Jack M. Churilla a Notary Public this 21st day of Sept Before me, Diana M. Bissel My commission expires Sept 2011 Jack M. Churilla acknowledged the execution of the annexed instrument



[Signature]
Notary Public
Notary's County

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

Name [Signature]
Printed Name Jack M. Churilla

This instrument was prepared by KIMBERLY A. GORBY, CENTER BANK, 600 EAST 84TH AVENUE, MERRILLVILLE, Indiana 46411.