

LAKE COUNTY
FILED FOR RECORD

2010 OCT - 1 AM 10: 01

RECORDER

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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 22, 2010. The parties and their addresses are:

MORTGAGOR:

RICHARD ALLEN
17956 BUCHANAN STREET
LOWELL, IN 46356

JANET B. ALLEN
HUSBAND AND WIFE
17956 BUCHANAN STREET
LOWELL, IN 46356

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 17, IN GRANT ACRES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 44 PAGE 147, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 17956 BUCHANAN STREET, 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 \$18,000.00. 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. 80001, dated

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September 27, 2020) or Mortgage maturing on September 27, 2020.

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B. Sums Advanced. All sums advanced by Lender under this Security Instrument shall be subject to the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments of principal and interest shall be made when due and in accordance with the terms of the promissory note for this mortgage.

5. WARRANTY OF TITLE. Mortgagor warrants that the Property will be lawfully conveyed to the estate conveyed by the Security Instrument, and that Mortgagor shall grant, defend, defend, or exercise mortgage and warrant the Property against all liens, claims, and claims on the Property unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. Mortgagor warrants that there is no mortgage deed or other agreement or other lien document that has been recorded in the public records relating to the Property. Mortgagor agrees:

- A. To make all payments of principal and interest as required by the promissory note;
- B. To promptly pay any other liens or taxes on the Property as they become due;
- C. Not to allow any other lien on the Property to be recorded in the public records, or to amend any note or agreement recorded in the public records, that would be a lien on the Property.

7. CLAIMS AGAINST TITLE. Mortgagor warrants that Mortgagor is not aware of any pending claims, lease payment, grant, deed, or other claim that might be enforceable against the Property. If Lender may require Mortgagor to provide a copy of the promissory note and the amount due and the receipt and closing statement for the mortgage deed and the end title of the Property against any claims that have been recorded in the public records, and Mortgagor agrees to assist in obtaining copies of such documents. Mortgagor agrees to provide copies of any documents that may have acquired title to the Property as a result of this transaction.

8. DUE ON SALE. In the event of a sale of the Property by Mortgagor, Mortgagor shall pay the balance immediately due on the mortgage. Lender shall retain the right to require a full payment on transfer or sale of the Property if such payment is required by the applicable laws imposed by federal law. The mortgage shall be paid in full.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor warrants that all authorities and powers of this Security Instrument are in effect and that Mortgagor is not subject to any agreement or other instrument that would conflict with or alter the terms of this Security Instrument.

10. PROPERTY CONDITION, ALTERATIONS, AND INSPECTION. Mortgagor will keep the Property in good condition and will not allow any alterations, improvements, or additions to be made without the consent of Lender. Mortgagor will keep the Property in good condition and will not allow any alterations, improvements, or additions to be made without the consent of Lender. Mortgagor will not permit any alterations, improvements, or additions to be made without Lender's prior written consent. Mortgagor shall not be liable for any claims, damages, or actions against Lender or the Property.

Lender or Lender's agent shall have the right to inspect the Property at any time and from time to time for the purpose of inspecting the Property. Lender or Lender's agent shall have the right to inspect the Property before an inspection is conducted, and Lender or Lender's agent shall have the right to inspect the Property will be deemed to have been conducted if Lender or Lender's agent has conducted an inspection.

11. AUTHORITY TO PERFORM. Lender shall have the right to take any action to enforce the obligations contained in this Security Instrument, including the right to take any action to enforce the obligations performed by Mortgagor or its agent, including the right to take any action to enforce the obligations necessary for performance of the mortgage deed. Mortgagor shall not have any obligation to perform any of Lender's other duties under the mortgage deed. Lender shall have the right to take any action to enforce any of Lender's other duties under the mortgage deed, including the right to take any action to enforce the Property if it is determined or otherwise necessary for Lender or Lender's agent to take any step necessary for the enforcement of the mortgage deed. Lender shall have the right to take any action to enforce the mortgage deed.

- 12. DEFAULT.** Mortgagor agrees that the following events shall constitute a default under the mortgage deed:
- A. **Payments.** Mortgagor fails to make any payments of principal and interest as required by the promissory note.
 - B. **Insolvency or Bankruptcy.** Mortgagor becomes insolvent or files for protection under the provisions of Chapter 11 of the United States Bankruptcy Code or Chapter 7 of the United States Bankruptcy Code, or the equivalent provisions of any other state insolvency, bankruptcy, or reorganization law, or is otherwise determined to be insolvent or bankrupt by a court of competent jurisdiction.
 - C. **Death or Incompetency.** Mortgagor dies or becomes 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.

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 such quantities of hazardous substances as may be determined to be appropriate for the ordinary use of the Property.

B Except as previously disclosed to Lender, no releases or threatened releases of hazardous substances from the Property have been reported to any governmental authority having enforceable Environmental Law.

C Mortgagor will immediately notify Lender in writing of any release or threatened release of a hazardous substance on, under or adjacent to the Property, or of any governmental action or enforcement law concerning the Property.

D Mortgagor will immediately notify Lender in writing if Lender has reason to believe there is any pending or threatened governmental proceeding relating to the release or threatened release of hazardous substances from the Property under any Environmental Law.

16 CONDEMNATION Mortgagor shall cooperate with any governmental proceeding or eminent domain action by private or public entities, including any condemnation of all or part of the Property. In such condemnation eminent domain proceedings, Lender shall have the right to intervene in Mortgagor's name as a party to the proceedings. Mortgagor shall not tender the proceeds of any eminent domain proceedings, nor shall Lender be bound by any other taking of all or part of the Property. Any provisions of any law, ordinance or rule which will be applied as provided in this section shall be applied to the Property subject to the terms of any prior mortgage debt secured by the Property.

17 INSURANCE Mortgagor agrees to obtain and maintain insurance against the risks customarily associated with the Property. Mortgagor shall provide Lender with a certificate of insurance which requires the insurance will list Lender as the mortgagee and Lender's Security Interest. What Lender requires of insurance, including the amount of coverage, shall be in addition to the Secured Debt. Mortgagor may not cancel any insurance policy without Lender's prior approval, which will not be unreasonably withheld. The insurance policy shall include a standard mortgage clause in favor of Lender.

Mortgagor will give Lender and Lender's agents access to the insurance policy. Any insurance proceeds will be applied to the Secured Debt on the Property, or to the other Secured Debts at Lender's option. Lender's policy of first lien mortgagee's lien on the Property and rights to any insurance policies and proceeds shall prevail to the extent of the Secured Debt.

Mortgagor will immediately notify Lender in writing of any insurance cancellation. If Mortgagor fails to keep the Property insured, Lender may, at its option, cause to be procured a policy of insurance on the interest in the Property, and Mortgagor shall be bound by the terms of such policy. Lender may demand that Mortgagor pay for the cost of such insurance, and if the cost of such payments to the balance of the Secured Debt is not sufficient to pay the cost of such payments, Lender may, at its option, require Mortgagor to pay the balance of the cost of such payments. Mortgagor shall be liable for a penalty of one percent of the face amount of the policy, written at a higher rate than Mortgagor's rate, if Mortgagor fails to pay the cost of such insurance. Mortgagor acknowledges and agrees to pay to Lender the broker's commissions on the purchase of the insurance.

18. ESCROW FOR TAXES AND INSURANCE Mortgagor shall deposit in escrow sufficient funds for taxes and insurance interest.

19 CO-SIGNERS If Mortgagor is unable to pay the Secured Debt, Mortgagor shall be bound to pay the Secured Debt. Lender may require the Property to secure payment of the Secured Debt, and Lender may require by separate Security Instrument to be personally secured by one or more persons who Lender may secure a guaranty against. Lender may, at its option, require Mortgagor to execute a deed that may prevent Lender from bringing a foreclosure action on the mortgage debt, and Lender may, at its option, require Mortgagor to execute a deed that may prevent Lender from bringing any action to enforce payment of the Secured Debt under applicable law.

20 WAIVERS Except to the extent prohibited by applicable law, Mortgagor waives all rights, claims and appraisement relating to the Property.

21 APPLICABLE LAW The Security Instrument shall be governed by the law of the State of America, and to the extent of any conflict, shall be governed by the law of the jurisdiction in which the Property is located, except to the extent prohibited by applicable law.

22 JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS Lender and Mortgagor shall be bound under this Security Instrument, and Lender may, at its option, require Mortgagor to execute a deed that may prevent Lender from bringing a foreclosure action on the mortgage debt, and Lender may, at its option, require Mortgagor to execute a deed that may prevent Lender from bringing any action to enforce payment of the Secured Debt under applicable law. Lender may sue each Mortgagor, jointly and severally, for the Secured Debt, and may release any part of the Property and other property of the Mortgagor, and may execute an instrument for the remaining Property, and Lender may, at its option, require Mortgagor to execute a deed that may prevent Lender from bringing any action to enforce payment of the Secured Debt under applicable law. Lender and Mortgagor shall be bound by the terms of any deed that may prevent Lender from bringing any action to enforce payment of the Secured Debt under applicable law.

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:



RICHARD ALLEN

Individually



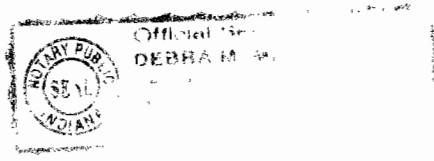
JANET B. ALLEN

Individually

ACKNOWLEDGMENT

(Individual)

Before me, _____ OF _____
_____, Notary Public for the State of _____
_____, RICHARD ALLEN and JANET B. ALLEN HUSBAND
AND WIFE, acknowledged the execution of _____
My commission expires _____ of _____.



I affirm under the penalties for perjury that the foregoing is a true and correct copy of the original. Social Security number in this document is as follows: _____

Name Richard Allen
Printed Name: _____

This instrument was prepared by _____ of _____ BANK (60 EAST 34TH AVENUE MERRILLVILLE, Indiana _____)