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LAWYERS TITLE INS. CORP. 7895 BROADWAY MERRILLVILLE. IND. 46410

the "Property".

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NOTICE: This mortgage secures a note which contains provisions for automatic renewal of such note for successive periods not to extend beyond to years.

The interest rate and the payments under the note may change at the time of each renewal. A copy of the provisions of the note relating to renewal and change of interest rate and payments is attached to this mortgage as an exhibit.

HORTGAGE

THIS MORTGAGE is made this 17th day of November , 19 80 because the Mortgagor, EDNIN RIVEPA (herein "Borrower"), and the Mortgages, HOBART FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is 555 East Third Street, Hobart, Indiana 46342, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY TWO TROUBLED AND HO/100 ----- Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), which is attached hereto as Exhibit "A", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 30 years after date

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake , State of Indians:

Lot 226 in Englehart's Country Club Manor, as per plat thereof, recorded in Plat Book 24, page 75, in the Office of the Recorder of Lake County, Indiana.

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which has the address of 800 V. 6370 Avenue (City)

(Street), (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, essements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



Univozie Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Fends for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. a sum (herein "Funds") equal to one-twelfth of the yearty taxes and assessments which may attain priority over this Morrgage, and ground rents on the Property, if any, plus one-twelfth of yearty premium installments for hazard insurance, plus one-twelfth of yearty premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Londer on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance pramiums and ground renus. Lender may not charge for so helding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Morrgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for the sums secured by this Morrgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds beld by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due.

Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Morigage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender thail apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Morigage.

3. Application of Payawas. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Chargest Lieus. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any iten which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith comest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or fortenture of the Property or any part thereof.

S. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of

and in such amounts and for such periods as Leader may require; provided, that Leader shall not resuch coverage exceed that amount of coverage required to pay the sums secured by this Morigage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender: provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when doe, directly to the insurance carrier.

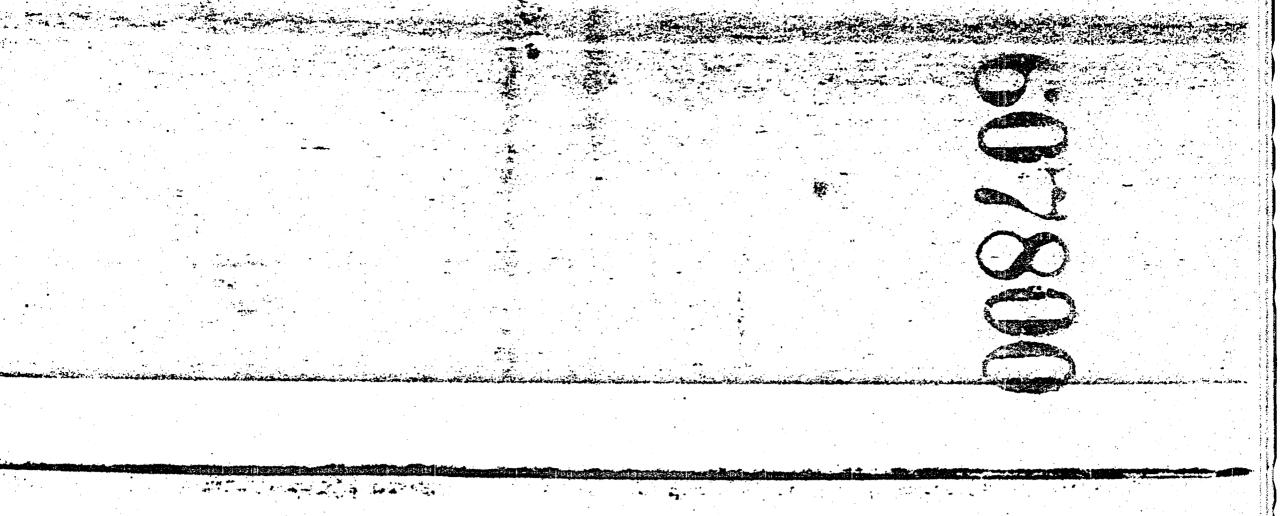
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a sundard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Morrgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Morrgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Morrgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date nouce is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Morrgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

or acquisition.

- 6. Preservation and Maintenance of Property: Learnholds: Condominiums: Planned Unit Development. Berrower shall keep the Property in good repair and shall not commit waste or permit impairment or deteriormon of the Property and shall comply with the provisions of any lease if this Mortgage is on a test in a condominium or a planned test development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part bereaf.
- 7. Presection of Lander's Security. If Borrower fails to perform the covanants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Linder's interest in the Property, including, but not limited to, aminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lander at Lander's option, upon notice to Borrower, may make such appearances, disbursement of sums and take such action as it necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and



Londer's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest.

11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Completive. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Bornower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Bornower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgaget Governing Laws Severability. This form of mortgage combines uniform covenants for memoral use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform accurity instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Serrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transfer ect by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subording this Mortgage. (b) the creation of a purchase money security interest for household appliances. (c) a transfer in diameter of this Mortgage. (c) the creation of law upon the death of a joint tenam or (d) the grant of any leasthold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage: the immediately due and payable. Emission interest interest

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance its paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is maile and which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such Lender may, without further notice or demand on Borrower invoke any remedies permitted by paragraph 18 hereof

Non-Uniform Coverants. Borrows and Leader further covenant and agree as follows:

III. Accountedant Remodine. Except as provided in paragraph 17 hereal, upon Bossover's breach of any covernal or agreement of Bossover in this Mortgage, including the envanions to pay when due my most secured by this Mortgage. Lendar prior to accoleration that small entire to Bossover at provided in paragraph 16 housel specifying: (1) the branch (2) the action required to care such breach (3) a data, not have 30 days from the data the autics is smalled to Bossover, by which each breach must be careally and (4) that fallows to care such breach on or before the data specified in the notice may result in accoleration of the sums accord by this Mortgage, foreclasure by judicial provinting and sale of the Property. The notice shall further inform Bossover of the right to relative after accoleration and the right to must in the foreclasure proceeding the ison-excitance of a default or any other defense of Bossover to accoleration and foreclasure. If the branch is ant curred on or before the date specified in the notice, Landar at Landar's uption may decise all of the mass according. Landar shall be entitled to collect to such proceeding all expenses of foreclasure, including, but not limited to, remonship amorany's formand cours of decementary evidence, abstracts and title reports.

19. Borrower's Right to Reinstane. Norwithstanding Lender's acceleration of the sums secured by this Morrgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Morrgage discontinued at any time



prior to errory of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes accurring Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees: and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

29. Assignment of Roses: Appelument of Receiver. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property. Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

22. Release. Upon payment of all sums secured by this Morrgage. Lender shall release this Mortgage without charge to Borrower.

23. Waives of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.

In WITNESS WHEREOF, Borrower has executed this Mortgage.

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	**********	••••••••••	(Seal)
STATE OF INDIANA	Lake	County ss:	
On this	y, personally appeared and ack		**********
My Compission expires: 2-23-81. County 202 Head denses Police		Malden 7.	Blan
This Instrument was prepared	by: Aftorney Rick	Pera Ma Ahoesana	••••••