

Amount \$ 60,000.00

812279

No. \_\_\_\_\_

INDIANA FEDERAL SAVINGS AND LOAN ASSOCIATION



MORTGAGE

LAWYER TITLE INS CORP.  
7395 BROADWAY  
MERRILLVILLE, IND. 46410

THIS INDENTURE WITNESSETH:

THAT JAMES V. BUSHEMI AND MELISSA J. BOUQUE

of LAKE County, in the State of Indiana, hereinafter called the "Mortgagors," Mortgage and Warrant to the

INDIANA FEDERAL SAVINGS AND LOAN ASSOCIATION

of Porter County, Indiana, a United States of America corporation, hereinafter called the "Mortgagee," the following described real estate in Lake County, in the State of Indiana, to-wit:

Lot 100, Lakes of the Four Seasons, Unit 1, as shown in Plat Book 37, page 63, Lake County, Indiana.

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
FILED  
JUL 22 5 02 AM '98  
RUDOLPH OLAY  
RECORDER

together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagors do hereby release and waive.

The said Mortgagors have borrowed of said Mortgagee the sum of SIXTY THOUSAND AND NO/100

Dollars,

as evidenced by a promissory note of even date herewith, executed by the Mortgagors and payable to the order of the Mortgagee at its office in the City of Valparaiso, Indiana, on or before ~~thirty (30) years~~ after date, with interest thereon as provided in said note; and this mortgage is given to secure the performance of all the conditions and stipulations of this agreement, and for the purpose of securing the payment of the aforesaid indebtedness when the same becomes due, and in accordance with the terms therein and herein stipulated.

As the express conditions under which this transaction is made and this mortgage accepted, each of said conditions being of the essence hereof, the Mortgagors do hereby further covenant and agree as follows:

- 1. To pay the indebtedness as provided in said note and this mortgage.

*J. J. [Signature]*



secured or which may affect said debt or lien, and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable estimated amounts to conclude the transactions, shall be added to and be a part of the debt hereby secured.

13. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation compensations so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assigns.

14. This mortgage is made subject to all regulations and by-laws of said Mortgagee (which are hereby ratified and made a part of this Contract) and all amendments that may be made thereto before the final payment of this indebtedness. Notice of the exercise of any option granted to the Mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with attorney's fees.

15. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any matter affect the right of Mortgagee to require or enforce performances of the same or any other of said covenants.

16. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transfer thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 17th

day of July, 19 85.

James V. Bushemi (SEAL) Melissa J. Bouque (SEAL)  
JAMES V. BUSHEMI MELISSA J. BOUQUE  
\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF INDIANA  
COUNTY OF Lake } SS

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named JAMES V. BUSHEMI AND MELISSA J. BOUQUE

and acknowledged the execution of the annexed mortgage.

Witness my signature and notarial seal this 17th day of July, 19 85.

(SEAL) Christine Forsythe Notary Public  
Residence: Porter County

My notarial commission expires 9-23, 19 87.

This instrument prepared by Patty Lolkema

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_ } SS

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_

and acknowledged the execution of the annexed mortgage.

Witness my signature and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(SEAL) \_\_\_\_\_ Notary Public

My notarial commission expires \_\_\_\_\_, 19 \_\_\_\_\_.

# PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this .....17th day of .....July....., 19.....85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to .....INDIANA FEDERAL SAVINGS AND LOAN ASSOCIATION..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: .....3756 Lakeshore Dr., Crown Point, IN 46307..... [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in .....Lakes of the Four Seasons..... (the "Declaration"). The Property is a part of a planned unit development known as .....Lakes of the Four Seasons..... [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

*James V. Bushemi* ..... (Seal)  
JAMES V. BUSHEMI ..... Borrower

*Melissa J. Bouque* ..... (Seal)  
MELISSA J. BOUQUE ..... Borrower