%),

Housing Act.

This form is used in connection with mortgages insured under the one- to four-family provisions of the National

TICOR TITLE INSURANCE CM 12899486

THIS MORTGAGE, made the WILLIAM B. SCHOOLER AND KATHLEEN A. SCHOOLER, HUSBAND AND WIFE

23rd

, A.D. 19 86, between

of the

MERRILLVILLE in the County of

, and State of Indiana

(hereinafter with THEIR heirs, executors, administrators, and assigns called the mortgagor), and DONALD WEBBER MORTGAGE COMPANY, INC.

a corporation organized and existing under the laws of THE STATE OF INDIANA (hereinafter with its successors and assigns called the mortgagee),

WITNESSETII: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of FIFTY ONE THOUSAND NINE HUNDRED AND 00/100

Dollars (\$ 51,900.00),

as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of NINE AND 00/100

per centum (per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of DONALD WEBBER MORTGAGE COMPANY, INC.

7950 KENNEDY AVENUE in 7950 KENNEDY AVENUE, in HIGHLAND, INDIANA or at such other place as the holder may designate in writing, in monthly installments of

FOUR HUNDRED SEVENTEEN AND 60/100

commencing on the first day of JULY

the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not Dollars (\$ sooner paid, shall be due and payable on the first day of

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the following described lands and premises, situated and being in the TOWN

MERRILLVILLE

in the County of

and State of Indiana, to wit:

LOT 125 IN CRESCENT LAKE UNIT #3, TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53 PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COLLETY, INDIANA.

* Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

including all buildings and improvements thereon (or that may bereafter be erected thereon); together with the bereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

- 1. That he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises **НИКИХИХНХИХНХИХНХИХНХЖЕНЖИЙКИМИКЕК КХДИХХХХЖИКНИНУХХОХДЪХХИККХХЖЪХБЪХЖЪ. ***SEE ABOVE
- 2. That, in order more fully to protect the security of this mortgage, he will pay to the mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
 - (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments

STATE OF INDIANA HUD-92118M (12-79) (24 CFR 200.150)

Replaces Form FHA-2118M, which is Obsolete

will discount action, and action be dealthy more properties to the state of the sta Millian III at all the pay the his hypothed by the dividence to the following decree in the coder set sorting (1) Withhill philippes ittides the constraint of humanics with the Secretary of Humany and Urban Development. (i) Highlith children (the their of invitaging information promisess), so the case may be: Millid thirts, topos, epinolal assessments, the and either hazard insurance premiums; (III) Interest via the note secured hereby; said ો જિલ્લામાં આવેલા છે. તેનું માનવા છે કે માનવા તેનું માનવા માનવા માનવા માનવા માનવા માનવા માનવા માનવા માનવા માનવ Ally delicioney in the americal oil such aggirgate monthly payment shall, unless made good by the mortgagor prior to the this that if the next such payment, constitute an event of default under this mortgage deed. In the event that Ally phylinelli shall hertime therday for a period in excess of fifteen (15) days, the mortgagor agrees to pay a "late Ellinge of sents (A) find to exceed four cents (4/)) for each dollar (\$1) so overdue, for the purpose of the figure the following the delinquent payment. That If the tittil of the payments made by the mortgagor under (b) of paragraph 2 preceding shall exceed the amount ill physicials netually made by the mititgages for ground sents, taxes or assessments or insurance premiums, as the case may the Micheles il the but is current, in the option of the mortgagor, shall be credited on subsequent payments to be made by the finitigation of relainded to the mortgagor. It, however, the monthly payments made by the mortgagor under (b) of paraapply a preceding shall not be sufficient to pay ground routs, three and assessments and insurance premiums, as the case may lie, when the shift become due and physide, then the mortgagor shall pay to the mortgagee any amount necessary to tilifie in the deficiety on or before the date when payment of such ground rents, taxes, assessments or insurance premiums Mill be this. If it any this the mortgager shall tender to the mortgager, in accordance with the provisions of the note seelifed heighy, full payinent of the entire indelitedness represented thereby, the mortgagee shall, in computing the amount of Mich findelited hers, excelle to the meenune of the mortgager all payments made under the provisions of (a) of paragraph 2 heretil Which the mortginger him not become obligated to pay to the Secretary of Housing and Urban Development, and any billance tenniliting in the funds accumulated under the provisions of (b) or paragraph 2 hereof. If there shall be a default little hit it the provision of this mortgage resulting in a public sale of the premises covered hereby or if the mortgagee Addition the property dillients with details, the mortgagee shall apply, at the time of the commencement of such proceedtills of it the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding as a create against the amount of principal then remaining unpaid under said note, and shall properly adgraphic (of robust obein nood sited that's distributived under for sidelific 1. That he will have all taxes, ascessments, water rates and other governmental or municipal charges, fines or impositions, till which that has not been made hereinbefore, and in default thereof the mortgagee may pay the same; and that he will philippilly delicie the difficial investors therefor to the said mortgagee. 5. That he will take consumable case of the mortgaged premises, and the buildings thereon, and will maintain the same in he girld replan and religious as at the original date of this mortgage, ordinary depreciation excepted; and that he will commit the persist in wash, and do no are which would unduly impair or depreciate the value of the property as security. 6. That he will keep the imphotements now existing or hereafter erected on the mortgaged property, insured as may be biguined from time to time he the mortgages against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be coquired by mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies Applicated by indefenger and the policies and renewals thereof shall be held by mortgager and have attached thereto doss physible clauses in Tayor of and in form acceptable to the mortgages. In excell of loss mortgager will give immediate notice by mail to mortgage, and mortgages may make proof of less if not made promptly by mortgager, and each insurance company conversed is health authorized and directed to make payments for such loss directly to mortgagee instead of to mortgager and margages family, and the insurance proceeds, or any part thereof, may be applied by mortgages at its option either to the reduction of the indebtedness hereby seemed or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebteniess secured hereby, all right, little and interest of the mortgager in and to any insurance policies then in force shall mass turthe pulchaser or granter. 7. That in case proceedings to forcedose this mortgage are instituted, any some necessarily expended in the continuation of the abstract of title to the above described real retate, together with interest thereon at themses set in the mote secured herolic, shall become a part of the debt secured by this mortsage and shall be collectible as such. 3. That if default be made in the payment of any of the installments provided for in paragraph. I hereoff for tuxes. assessments the and other havard insurance, and mortgage insurance, or in the event of the failure of the mortgagorato keep The handing on and promise and those to be errected on said premises or improvements incream in good requirement mortgagee may pay such taxt. Assessment, mortgage and toward insurance make such repairs as in ite discretion it may doon necessary properly to preserve the property and any same to paid thall be a further dien on such premises aunder this moregae, payable forthwith, with interest at the enterest forth in the note-comed hereby until quid. 19. That should the proceeds of the four made by the mortgagee to the mactgagor, the repayment which is desirably accords, or my part thereof, of any amount paid out or advanced by the mertgager, be used directly or indirectly surpay off. discharge, or Saidly, in whole or in part, and prior tien or encumbrance apart said premises above described or any quart thereof, therethe mortgagee shall be subregated to any additional security held by the holder of such sien or encumbrance. 10 That should any default be made in the payment of the instillments provided for in puriously discrete an inshe performance of any other sevenant in this mortgage or in the note secured tiends; when the same is payable undirection will performance his arrived as above provided, then all the remainder of the attresaid remainal sums with all arrestances of interest, and some payable pursuant to the provisions hereof shall at the ention of said anorthegen decome aumiediately payable, and the mortgages shall have the right to forestore the mortgage anything nerminosine or installante contained to the contrary polyfilestanding and any fallure to reverse said option-dall and constitute a waver of the contrary of the contra Same at pny other time 11 That should proceedings to foreither this mortgage be instituted the mortgager annuapply ion throughpointment of a receiver (and the mortgages hereby consents to the appointment of a receiver if there chas been say details in the performance of any of the conditions of this more sage, and such receiver is hereby authorized to take possession of the conditions of this more sage, and such receiver is hereby authorized to take possession of the conditions of this more sage, and such receiver is hereby authorized to take possession of the conditions of this more sage, and such receiver is hereby authorized to take possession of the conditions of the condi edute above described, collect any remail necessed or to across whether in money makind, for the assessment pulsario prefixes by any prison, firm of emporation, or may bet or lease suid premise or any quanturest, receive the resistance and profits therefrom, and hold the proceeds subject to the order of the court, or a he indigenties of the benefit of the mortgage, pending the final decree in said in or edings and during any period allowed by daw in the menenmution dramany whe ordered in said comes and said receiver may be appointed trespective of the salue of the more paper or at said or for the first of the first of

quacy to secure or discharge the indebtedness due or to become due or the solvency of the mortgagors. In the event of a default in any of the conditions of this mortgage the mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the mortgagee to forcelose this mortgagee because of a default.

12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the mortgagor to the mortgagee and shall be paid forthwith to the mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

13. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part.

14. That any person, firm or corporation taking a junior mortgage, or other lein, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

15. That in the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgagee will be entitled to a deficiency judgment.

The mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance to National Housing Act within 6 MONTHS from the date hereof (written statement of any officer of the under the National Housing Act within Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development 6 MONTHS dated subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

It is specifically agreed that time is of the essence of this contract and that the waiver of any options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. 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 herein shall be without relief from valuation and appraisement laws and with reasonable attorney's fees.

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, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, The said mortgagor has bereunto set

THEIR

hand S

and scal S

23rd this

day of

MAY, 19 86

MILLIAM B. SCHOOLER

KATHLEEN A. SCHOOLER

KATHLEEN A. SCHOOLER

The form of this instrument was prepared by the Office of the General Counsel of the Department of Housing and Urban Development, and the material in the blank spaces in the form was inserted by or under the direction of

STATE OF INDIANA,

D.E. WEBBER, PRESIDENT DONALD WEBBER MORTGAGE COMPANY, INC.

LAKE COUNTY OF

Before me, the undersigned,

G. JEAN MCMICHAEL

County of the State of Indiana, on this

, an official

of

MAY, 19 86 personally appeared

WILLIAM B. SCHOOLER AND KATHLEEN A. SCHOOLER, HUSBAND AND WIFE

and

acknowledged the execution of the foregoing mortgage.

Witness my hand and official seal the day and year last above written.

(Offjéjál title) G. JEAN MCMICHAEL - NOTARY PUBLIC

My commission expires

12/3/89

NOTARY CO. OF RES.:

LAKE

Received for record this at pages

day of of the records of 19

0'clock M., and recorded in Mortgage Reat

County, Indiana.

Recorder of

County, Indiana

amends t	s Rider, he MO B, Schoole	dated the 23rd RTGAGE	of	of May	by and between
	een A. Scho		 ,	the MO	MORTGAGOR ,
	D WEBBER	MORTGAGE COMP	ANY, IN	C., the	MORTGA GEE
1.	Subsecti	on (a) of Par	agraph	2 is de	eleted.
2.	Subsecti	on (c)(I) of	Paragra	$\frac{2}{1}$ is	deleted.
3.	payments paragrap become o	made under t h <u>2</u> hereo	he prove f which ay to t	the MORTGA	, the words "all (a) of GEE has not y of Housing and
4.	insertio under sa	n of a period	after	" ther	is amended by remaining unpaid of the remainder
5.	Paragrap followin	h 16 is am	ended b	y the addit	tion of the
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IN his hand	WITNESS W. and seal	HEREOF, William	B, & Ka year fi	thleen A, Schorst aforest	ooler, H/W has set
		₩1 ₩2	LLIAM B. Kathl THLEEN A	SCHOOLER len) (1. c	Schooler [SEAL]
STATE OF INDIA	NA.		}		
COUNTY OF	AKE		} ss:		•
Before me, the of LAKE of May			of Indiana,	Schooler and	an official day Kathleen A. Schooler,
		foregoing mortgage. cal the day and year las	t above writt	en.	
My commission ex	nieus 10/07	/00		G', JEAN MCMI	Jean M. Snu'ch ael ficial title) CHAEL, NOTARY PUBLIC
County of Res					
Received for r		day of of the records of	19	at O'clock County, Indiana.	M., and recorded in Mortgage Re-
				Recorder of	County, Indiana