

Citizens Federal

900492

TICOR TITLE INSURANCE  
Crown Point, Indiana

133-725-87-A

[Space Above This Line For Recording Data]

### MORTGAGE

January 27

THIS MORTGAGE ("Security Instrument") is given on 1987 The mortgagor is Rudolph L. Martinez and Priscilliana Martinez, Husband and Wife ("Borrower"). This Security Instrument is given to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of The United States, and whose address is 5311 Hohman Avenue - Hammond, Indiana 46320 ("Lender"). Borrower owes Lender the principal sum of Eight thousand and NO/100 Dollars (U.S. \$8,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 1992. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lake County, Indiana:

Lot 43 and the West Half of Lot 42, Block 3, East Lawn Addition to Hammond, as shown in Plat Book 2, page 75, in Lake County, Indiana.

STATE OF INDIANA  
 LAKE COUNTY  
 RECORDER  
 FEB 6 8 56 AM '91  
 RICHARD J. BLASTICK  
 RECORDER, LAKE COUNTY  
 CROWN POINT, INDIANA 46307  
 RICHARD J. BLASTICK  
 RECORDER, LAKE COUNTY  
 CROWN POINT, INDIANA 46307

which has the address of 1148 Michigan Hammond, Indiana 46320 ("Property Address");

[Street] [City] [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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Handwritten initials and date: 2/5/91

**UNIFORM RESIDENTIAL MORTGAGE PROMISSORY NOTE AND DEED OF TRUST AGREEMENT**

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law in the state in which the Property is located, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the debt is paid in full, a sum of Funds equal to one-twelfth of: (a) yearly taxes and assessments which may attach primarily to the Security Instrument, the yearly household payments of ground rents on the Property, if any, but yearly household insurance premiums, and the yearly mortgage insurance premiums, if any. These items are called "covered items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future covered items.

The Funds shall be held in an institution the type and name of which are specified in paragraph 10 hereof by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the covered items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the covered items, unless Lender pays borrower interest on the Funds and adds applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay borrower any interest or savings 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 pledged as additional security by the sums covered by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the covered items, shall exceed the amount required to pay the covered items when due, the excess shall be, at Borrower's option, either promptly repaid to borrower or credited to future or an monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the covered items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency to pay the covered items as required by Lender.

Upon payment in full of all sums covered by this Security Instrument, Lender shall promptly return to borrower any Funds held by Lender. If under paragraph 10 the Property is sold or acquired by Lender, Lender shall 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 covered by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

**4. Charges; Fees.** Borrower shall pay all taxes, assessments, charges, fees and hypothetical obligations to the Property which may attach primarily to the Security Instrument, and household payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien by, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or liabilities of any part of the Property; or (c) obtains from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach primarily to the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or release or undo the lien or set both above within 10 days of the giving of notice.

**5. 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 "earthquake coverage" and any other hazards for which Lender requires insurance. This insurance shall be collateral to the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and contracts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and contracts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and copies of notices to the extent of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make period of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reconstruction or repair of the Property damaged, if the reconstruction or repair is economically feasible and Lender's security is not impaired. If the reconstruction or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has refused to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or rebuild the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to repair or rebuild the Property shall not constitute the due date of the monthly payments referred to in paragraph 1 and 2 or have the effect of any extension of time under paragraph 10 if the Property is acquired by Lender. Borrower's right of any insurance proceeds shall be subject to the lien of the Security Instrument. Lender's right of any insurance proceeds shall be subject to the lien of the Security Instrument immediately prior to the acquisition.

**6. Preparation and Maintenance of Property; Encumbrances.** Borrower shall maintain the Property in good condition and shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the household and the title shall not interfere unless Lender agrees to the interest in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a hazard or other event that may significantly affect Lender's rights in the Property (such as a proceeding to bankruptcy, probate, or condemnation or to exercise powers of appointment), then Lender may demand payment for whatever is necessary to pay for the value of the Property and Lender's interest in the Property. Lender's actions may be subject to review by a court which may set aside the Security Instrument, appoint a trustee, and may require all or part of the sums secured by the Security Instrument to be paid to the trustee. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

22. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Rudolph L. Martinez* .....(Seal)  
Rudolph L. Martinez -Borrower

*Priscilliana Martinez* .....(Seal)  
Priscilliana Martinez -Borrower

[Space Below This Line For Acknowledgment]

STATE OF Indiana )  
COUNTY OF Lake ) SS:



The foregoing instrument was acknowledged before me this... 27th ... day of January ... 1987.....  
(date)

by Rudolph L. Martinez and Priscilliana Martinez, Husband and Wife .....  
(person(s) acknowledging)

My Commission expires: January 28, 1990

County of Residence: Lake

*Janet Pavelka* .....(SEAL)  
Janet Pavelka Notary Public

This instrument was prepared by ROBERT J. BOLAND, VICE PRESIDENT.....

ADJUSTABLE LOAN RATE RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

133725-87-P  
This Rider is made this 27th day of January, 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at \_\_\_\_\_  
1148 Michigan, Hammond, Indiana 46320

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

During the first two years of the loan, the Note has an Initial Interest Rate of 8.900%, provided that, in the first year only, this interest rate shall be discounted to 6.900. Interest rate changes may occur on the first day of the month beginning on March 1, 19 89 and on that day of the month every twelve months thereafter. Each date on which the interest rate may change will be called a "Change Date".

The monthly payments will remain fixed at the Initial Interest Rate of 8.900% for the first two years. After the second year, the payment changes will correspond to the interest rate changes to amortize the principal balance over the remaining term.

Changes in the interest rate will be based on changes in an interest rate index. The Index is The Monthly National Median Cost of Funds.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.3% to the Current Index, the Current Index figure is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will round the new interest rate to the nearest one-eighth of one percentage point.

The interest rate will not be changed by more than two (2) percentage points on any Change Date. The maximum interest rate ("Ceiling") charged will not be more than 13.900. The minimum interest rate ("Floor") will not be less than 6.900. The Note Holder will adjust the new interest rate so that the change in the interest rate will not be more than those limits.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change, the maximum interest charged, and the minimum interest rate charged (if there is a limit), or (3) a different Index, or (4) the payment of Loan Fees, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

Rudolph L. Martinez (Seal)

Rudolph L. Martinez

Priscillana Martinez (Seal)

Priscillana Martinez

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)