Record and return to

Cainer Dank 8585 Broadway Merrillville, IN 46410

whose address is

THIS MORTGAGE is made this 5th day of 90., between the Mortgagor, Thaddeus, H. Wachala and Sherry Wachala

(herein "Borrower"), and the Mortgagee,

GAINER BANK

existing under the laws of THE UNITED STATES OF AMERICA. 8585 BROADWAY, MERRILLVILLE, IN 46410 , a corporation organized and

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$10,000.00---which indebtedness is evidenced by Borrower's note dated and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, weith with a whole with the vozsklovna kon zuh zbina sonoca končli zoznaholdoloji

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake State of Indiana:

> Lot 14, Block 1, White Oak Manor Third Addition to Munster, as shown in Plat book 34, page 42, in Lake County, Indiana.

## NOT OFFICIAL This Document is the property of the Lake County Recorder!

which has the address of -1217 Elliot Dr.

Munster

(City)

Indiana

46321

(herein "Property Address");

1.64.1

IZio Code!

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

INDIANA-SECOND MORTGAGE 1.80-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3815

76 (IN) (8802)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 premiums and ground rents. Lender may not charge for so holding 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 Mortgage 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 pledged as additional security for the sums secured by this Mortgage.

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 held 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 in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly, refund to Borrower any Funds

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 13 hereof the Property is sold on the Property is otherwise 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 secured by this Mortgage.

- 3. Application of Payments. 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, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 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 "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by horrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

or other security agreement with a lien which has priority were hortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance earrier 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 Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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 Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Impection. 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. Conditionation. The proceeds of any awardior claim for damages, direct or consequential, in connection with any condition or other taking of the Property, or part thereof; or for conveyance in lieu of condemnation, are

10% Borrower Not Released, Porbearance by Lender Not a Walver, Extension of the time for payment or modifica: stion of aniortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release an any manner, the liability of the original Borrower and Borrower's successors in interest. Lander shall not be required to commence proceedings against such sucressor 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

Porrower and Borrower's anccessors in interest. Any forbearance by Lender in exercising any right or remedy heremoter, of otherwise afforded by applicable law ishall not be a waiver of or preclude the exercise of any such right or remedy.

It is necessors and Assigns Bound; John and Several Lability! Consigners. The coverants and assigns of Leader and Severants and appearing of Borrower shall be obtained and the rights big sunder shall in the respective successors and assigns of Leader and Borrower, and assigns of Leader and Anterest in the revenants and appearing of Borrower shall be obtained in the power and any Borrower shall be obtained in the reversity of Leader and appearing of Borrower shall be obtained in the Property of Leader under the ferms of this Astropage, and he parted to the revenants and appear to the ferms of this Astropage, and he parted to the derms of this Astropage, and he parted to the derms of this Astropage, and he parted to the derms of this Astropage, and he parted to the derms of this Astropage on the parted of the Astropage of the parted of the parted of the parted of the appear of the parted of the part may agree to extend, modify, forbear, or make any other accommodations with repart to the terms of the Aforgage or the Mole without that Northwerts emisent and without releasing that Northwer or modifying this Mortgage as in that Harnwer's liferest in the Property:

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20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. 21. Walver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

STATE OF INDIANA,

WITNESS my hand and official seal.

ounty Indiana tober 12, 1992

repared by:

On this

Borrowe (Seal) Borrower (Scal) شنا Borrower (Seal) ocument is Borrower OFFICI County, ss. day This Document is the property of before me, the undersigned, a Notary Public in and for said County, personally appeared. Thaddens it Wachala and Sherry Wachala, and acknowledged the execution of the foregoing instrument. County, Indiana. Resident of LAKE Connors, Vice President

· (Space Below This Line Reserved For Lender and Recorder) -