Space Above This Line For Recording Data

MORTGAGE

89 BOBBY G. THOWAS AND SHARON M. THOMAS
89 The mortergor BOBBY G. THOMAS AND SHARON M. THOMAS, HUSBAND AND WIFE BOBBY G. THOMAS AND SHARON M. THOMAS,
可定位: Patricent Pakker 'Are twistortham. (Dorrower). I his Security Instrument is given to
The state of the s
under the laws of THE STATE OF INDIANA and whose address is 1500 1197A STREET, WHITING, IN 46394
PARTY ONE THOUSAND SIX HUNDRED AND NO/100 ("Lender"): Dollars (U.S. S. 31, 600:00). This debt is evidenced by Borrower's note
Dollars (115 5) 31,600:00
dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full like. It was
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 This Security Instrument
SCUICS: 10. LCHUCE: (131-11)C CCDAVINCIA OF THE GPDI EVIGENCEA DV. The Note with interest and all remainals automations and
modifications: (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this
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, for awar soes hereby morning and convergo Lynder the following described property
located in County Indiana
PARCEL, I's THE EAST 214 FEET OF THE WEST 329 FEET OF THE NORTH 1/2 OF
THE NORTH 1/2 OF TRACT "B" IN ARTESTAN WELLS PLAT "A" AS PER PLAT
THEREOF, RECORDED IN PLAT BOOK 24 PAGE 8, IN THE OFFICE OF THE RECORDER
OF LAKE COUNTY, INDIANA.
PARCEL IT: AN FASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE
SOUTH 10 FTET OF THE WEST 115 FTET OF THE NORTH HALF OF THE NORTH HALF
OF SAID TRACT "B", AND OVER THE NORTH 10 FEET OF THE WEST 115 FEET OF
THE SOUTH HALF OF SAID TRACT B" AND OVER THE NORTH 10 FEET OF THE EAST
125 FEET OF THE WEST 240 FEET OF THE SOUTH HALF OF THE NORTH HALF OF
SAID TRACT B" ALL IN ARTESIAN WILLS FLAT "A" AS PER PLAT THEREOF

* OF THE NORTH

COUNTY, INDIANA

THIS MORTGAGE IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION

46303 ("Property Address");

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 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 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.

INDIANA - Single: Family-FNMA/FHLMC UNIFORM INSTRUMENT. BANKERS SYSTEMS: INC., ST. CLOUD, MN 56302 FORM MO 1-N 8/841

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

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 or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 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 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 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 excrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 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 secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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; Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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.

This Document is the property of

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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by (ire; hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in 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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger 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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. 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 dispursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting.

Iff Lender required mortgage insurance as a conditions 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 a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

18. Inspection Lender or, its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower inotice at the time of corsprior to an inspection specifying reasonable cause for the inspection.

19. 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 norther 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 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 paymentsor modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of 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 of Borrower's successors in interest. Any forbearance by Lender in exercising any right or semedy shall not be a waiver of or breclude the exercise of any right or semedy shall not be a waiver of or breclude the exercise of any right or semedy.

preclude the exercise of any righter temedictument is the property of 114 Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be independent the saccessors and assigns of the provisions of paragraph 1.7. Dorrower who co-signs this Security Instrument only to mortgage; grant and convey that Borrower, sincress line the Note: (a) is co-signing this Security Instrument only to mortgage; grant and convey that Borrower, interest line the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums security by this Security Instrument on the Borrower may agree to extend modify, for bear, 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. Henactment or expiration of applicable laws has the effect of renderings 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 19.1f Lender exercises this option, Lender shall not be steps specified in the second paragraph of paragraph 17.

paragraph 19. If Lender exercises this option, Lender shall not due 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. Transferiofs the Property or a Beneficial Interest in Borrower, If all or any spart 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 convenants 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 nonexistence 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 Appr	caisement. Borrower waives all right of v	aluation and appraisement.
23. Riders to this Security Instrum	nent. If one or more riders are executed by	y Borrower and recorded together with
this Security Instrument, the covenants and	d agreements of each such rider shall be	ncorporated into and shall amend and
supplement the covenants and agreemen	its 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 Ride	er
EX Other(s) [specify] BIWEEKI	Y PAYMENT RIDER	
BY SIGNING BELOW, Borrower acce	Document is	Acontained in this Security Instrument
and in any rider(s) executed by Børrover) occurry manufacture
This D	ocument is the special	ASOF (Seal)
the	Lake County Recorder!	
	SHARON M. THO	(Seal)
	-{Space Below This Line For Acknowledgment}	- BUITOWEI
AKE	- [Space Balow I'll's Line For Acknowledgment]	
STATE OF ININANA, \	County ss:	
60 tt	No venu (New	25
OHUNIS CO day of	You emuce BOBBY G. THOMAS	AND SHARON Wie, the undersigned, a
Norary Public in and Octorial County, pers	onally appeared	
	and acknowledged the	execution of the foregoing instrument.
Z WIPNES WY TREET CENTILER		
	unty, Indiana	
My Cummission Myplesse ission expires Management of Lake County, in	ren 6, 1991	on Sorta
The state of the s	DIANDIAN	lotary Public
The second secon	JOHN M. O'DROBINAK, ATTORNE	Y AT LAW
This instrument was prepared by:	(na	ame)

BIWEEKLY PAYMENT RIDER

(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this	Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrow Note (the "Note") to	wers
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:	:
10915 HURON STREET, CFDAR LAKE, IN 46303	
[Property Address]	•••••

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on _______, 19.89 ______, i will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payment at 1500 1107 STREET, WHITING, IN 46394

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 132.91

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder Lwill keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment on the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

5. [omitted]

6. [omitted]

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

(B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3 (C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note: If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B41 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider,

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

X (Seal)

X Laron M. Thomas (Seal Borrowe

