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102044

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 17
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BY ENTIRETIES. ("Borrower"). This Security Instrument is given to
The page 18 and
"American National Bank of Lansing
Borrower owes Lender the principal sum of FIVE THOUSAND AND NO/188 ("Lender").
Dollars (U.S. S 5, BOO, BO). 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
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 payagraph 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, Barrayer desiretely manging grane introduction following described property
located in
located in County, Indiana:

THE SOUTH 5 FEET OF LOT NO. TWENTY-EIGHT (28), LOT NO. TWENTY-NINE (29) AND THE NORTH 1.5 FEET OF LOT NO. THIRTY (30), IN BLOCK NO. THREE (3), AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF WHITE OAK MANOR THE FIRST RE-DIVISION, HAMMOND, IN LAKE COUNTY, INDIANA AS THE SAME APPEARS OF RECORD IN PLAT BOOK 21, PAGE 24, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.



MAY 22 II SH BH 190

Tax ID # 26-36-0328-0029

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.

I. Parment of Principal and Inverse; Perpagnicul and Furthurnes to the control of the control parment and more security to be excluded by the four metric particular transfer and the control of the four metric particular transfer and the control of the four metrics.

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Opening mentalli of all sums secured by this Security bestraine at Fember shall primingly retained to travers and Funds beliefly Fember. It under paragraphs 19 the Property is sold or required by Tember Tember shall apply and furnition minure distriby paragraphs of the Property or descoparationally Fember, my Funds he billy Fember with connect apply more as a credit against the sums secured by this Security Instrument.

4. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Land 2 shall be applied, first, to late charges due under the New percond, to preparament charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last to principal due.

i. Charges; Liens. Borrower shall per all taxes, assessments alonger, times and impositions autobinable to the Property which may attain priority over those door Continue Chillian biliporum involvements at tim. Borrower shall pay these obligations in the magnet provided in paragraph. For it not paradictly manner. Borrower shall put the person owed payment to find in the fluority to the person owed payment to find the paragraph. If Borrower in the stress payments during the payments.

This Document is the property of

Botrower shall promptly discharge any tien which has principle over this Security Inside the colored Security Security of the payment of the obligations cured by the Memor Sulamin Parce proble of colored Security Security Security Beneficial to the period of the hen in, legal proceedings which so the least of the ben of tortering of any part of the Property of the enforcement of the ben of tortering of any part of the Property is subject to a hen which may attain priority over this Security Institution of the colored Security Institution of the Botrower shall satisfy the hen of take one of more of the acceptance of the Security Securi

5, Hazard Insurance, Borrower shall keep the improvements now existing or howester beserved on the Proposition moured against loss by fire, hazards included within the term "extended overage" and any old a because the mounts and the the process about the mounts and the the process about condection mounts. The insurance shall be maintained in the amounts and the the process about condections of the mountainer carrier providing the insurance shall be chosen in Nortower subject to Vendo, a species which shall not be interested by withheld.

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I frame time of Equate & Rights in the Property Morrphye homone, it homore factory execute executed and appropriate to the first in the first property in the rest in the Property to the least proceeding to the Property to the least proceeding to built inputy, probate, for condemnation or notice looker law to regulations? The after may do and for the Whitever is necessary to prover the value of the Property and Leader exception of the Property and Leader exception in the property in the second instrument, appearing in court, paying reasonable attribuys fees and entering on the Property to make repeats. Although Leader may take acroin under this paragraph 1, I ender those nor have to do so

Any amounts dishursed by Fruder under this paragraph 2 shall become additional debied Borrower secured by this Borrower and Fender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 a 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 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 it, 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 50 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 is 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 control of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy control of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy control of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy control of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy control of the sums secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude t

preclude the exercise of any right breakly cument is the property of

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 return 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 so allows 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

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 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 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 Appraisement, Borrower waives all right of valuation and appraisement 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 boxces)] Adjustable Rate Rider Graduated Payment Rider Other(s) {specify} Condominium Rider Planned Unit Development Rider Other(s) {specify}
BY SIGNING BELOW, Borrower and epis and agrees to the terms and covenant commined in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. This Document is the property of the Lake County Recorder the Lake County Recorder [Space Below, This Line For Acknowledgment] [Space Below, This Line For Acknowledgment]
STATE OF INDIANA
On this
WITNESS my hand and official seal.
My Commission expired OFFICIAL SEAL Motary Public SHELLA G. NIVEN Notary Public, State of Illinois Type or Print Name My Commission Expires 2-10-93 Sident of Courty, Indiana
This instrument was prepared by: SHEILA NIVEN C/O American National Bank of Lansing (name)3115 Ridge Road Lansing, IL 60438