CP4511591D

140570

MORTGAGE							
THIS MORTG	AGE ('Security Instrume	nt!) is given on	12/20/90		n-to nd existing		
SINGLE	JEANNE C JACO		(Borrower). This	Security Instrument is give			
INDIANA FED	ERAL SAVINGS*AN	D'LOAN'ASSOCIA	TION	Which is organized as	nd existing		
nder the laws of	THE UNITED STAT	ES:OF AMERICA		and whose addres	sils		
8B: 8UUTHLW	ASHINGTON ST.	VAL	LPARAISO. IN: 46	383	("Lender").		
ollower owes Lence ollari: (1193	orithe principal sum of	<u>Piπy Pive i nous:</u>	ang: ang no/100	note dated the same date a			
ivanced under para agreements under the following Part of Luber 1901, Broad page 65, Lot 3 is corner of 6 145.00 Easterly 50.00 fee andial to	rest, and all renewels, are properly to protect the security Hastrumer of described property to the security Hastrumer of 3; Block One of field Center, tin the Office of none particular said Lot 3; the feet to the North Annanc distarts aid curve addition	county of this security! and the Note: isonthe lated in: LAKE Broadfield Town of the Recorder of the Recorder of the Last corner of the last cor	Instrument: and (c) the payment instrument: and (c) the payment of the payment of the North line of said Lot 3; concave to the payment of the North line of said Lot 3; concave to the payment of the pay	he repayment of the debt of all other sums, with into e performance of Borrower des hereby mortgage, grandlana: on, a Subdivision recorded in Plat Indiana, which performance of said Lot 3, a thence Southweste East and having a sterly along a line of said Lot int that lies on a line of said Lot	erest. scovenants nt'and convey of Tract Book 67, art of sa hwest distance rly along radius of e that is a line		
Lot 3; the	ence North along	the West line	offesaid Lot 3	et to the West lie a distance of 40: e, Lake County, I	000; feet 1		

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".

("Property. Address");

BORROWER COVENANTS that Borrower is lawfully selsed 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 FORM 3015 12/83

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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-tweitth 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 pay ble prior to the due dates of the escrow 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 1 and 2 shall be applied; first, to late charges due under the Note; third, to amounts payable under paragraph 2; fourth to interest due; and late to principal due.

4: Charges: Liens. Borrower shall pay all taxes, assessments, charges offnes 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 Corrower 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) 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 of 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 erected on the Property insured against loss by fire, 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 period 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 premitims 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 to Borrower.

Unless Lender and Borrower otherwise agree in writing, hisurance 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.

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 falls 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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 costof 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. with this Security Instrument, the covenants and agreement		
supplement the covenants and agreements of this Security		
[Check applicable box(es)]		
Adjustable Rate:Rider Condominio	iment is 2-4: Family: Ride	r
Graduated Payment Rider Planned Un	TELCIAL.	
This Documen	it is the property of	
Other(s) [specify] the Lake Co	ounty Recorder!	
BY'SIGNING BELOW, Borrower accepts and agree	s to the terms and covenants contained jo	this Security Instrument
and in any rider(s) executed by Borrower and recorded with	th it:	tares 1000
-Borrower (Seal)	JEANNE C: JACOBS	-Borrower (Seal)
		-Borrower (Seal)
ISassa Balau Th	nis Line For Acknowledgment)	
[Space Below II	ils Line For Acknowledgman)	
d Elli	DERSON	
	SEAL	
	WOIANAM	•
STATE OF IN		J
dake with	SS:	
COUNTY OF Lake		
lanice - Maddox	_, a:Notary:Public in:and for:said:county	and state, do hereby certify that
TEANNE O MOORE	Applied to the transport of the state of the	personally appeared
before me and is (are) known or proved to me to be the		tents of the foregoing instrument, id voluntary act and deed and that
have executed same, and acknowledged said instrument t	(his, her, their)	w voluntary not und dood: and
she che cuted said instrument for the purpo	ses and uses therein set forth.	
(he, she, they)	.,	
Witness my hand and official seal this12/20/90		
		- 00 0
My/Commission Expires:		M. 1111
February 5, 1993	Janue a:	11/000 (SEAL)
Resident of Lake Gounty, IN	Janice L. Maddox	/
This instrument was prepared by Bob_ DeMass		
the state of the s		

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 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 falls 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,

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- 10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 species sors 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 conveythat 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 to agreed that concern and any other Borrower may agree to extend, modify, forbear or make any accomodations with regardito 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 the 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 Lander'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 sais Securify 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 mall 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 shall be given by first class mail to L'ender'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 St 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 tless than 30 days from the date the notice is delivered or malled 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 paragraph 13 or 17. FORM 3015b

PLANNED UNIT DEVELOPMENT RIDER

	S AND LOAN ASSOCIATION		(the "Lender")
of the same date and covering the Property ${\cal L}$	described in the Security Instrum	ent and located at:	
9230 MARYLAND AVE		MERRILLVILLE, IN 46410	<u> </u>
The Property Includes, but is not limited to, areas and facilities, as described in	<u> </u>	7	·
(the "Declaration"). The Property is a part	of a planned unit development kn	own as:	
(the "PUD"). The Property also includes Boarens and facilities of the PUD (the "Owners PUD COVENANTS: In addition to covenant and agree as follows:	rrower's interest in the homeowners Association*):and the uses, ben		or managing the common
A. PUD Obligations: Borrower Constituent Documents are the: (i) Declar Dwner's Association; and (iii) any by-laws: o all dues and assessments imposed pursuan	ation; (ii) articles of incorporation, or other rules or regulations of the		it which creates the
'master" or "blanket" policy insuring the Pro- he periods, and against the hazards Lende (i): Lender waives the provision in of the yearly premium installments (ii) Borrower's obligation under his satisfied to the extent that the req Borrower shall give Lender prompt no	operty, which it satisfactory to Ler requires, including fire and haza icluded in Uniform Covenant 2 for tor hazard insurance on the Propriation Covenant is to maintain hazard coverage is provided by the tice of any lapseth required hazard insurance proceeds in lieu of recovereds payable to Borrower or proceeds payable to Borrower or proceed payabl	the monthly payment to Lender of one-twe lend; and card insurance coverage on the Property is Owners Association policy, and the Property is the Property is the Property is the Property in the Property is the Property is the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property assigned and shall be paid to Life the Property is the	e in the amounts, for erage", then: lith (1/12th) deemed ster or blanket policy. Property or to
C. Public Liability insurance Association maintains a public liability insura		is as may be reasonable to insure that the nount, and extent of coverage to Lender.	(Owners)
D. Condemnation. The proceed connection with any condemnation or other conveyance in lieu of condemnation, are the secured by the Security instrument as provi	taking of all or any part of the Pareby assigned and shall be paid:	o Lender. Such proceeds shall be applied	s of the PUD, or for any
either partition or subdivide the Property or	consent to:	les:to Lender and with Lender's prior writte	<i>.</i> .•
destruction by fire or other casualty: or in the (ii): any amendment to any provision (iii): termination: of professional mar	ne case of a taking by condemnation of the "Constituent December on agement and assumption; of self-r	ion or emination required by law in the colon or eminent domain; If the provision is for the express benefit management of the Owners Association; or liability insurance coverage maintained; by the	of L'ender;
F. Remedies. If Borrower do disbursed by Lender under this paragraph F ender agree to other terms of payment, the perpayable, with interest, upon notice from	Fishali become additional debt of ese amounts shall bear interest fro	om the date of disbursement at the Note re	nt: Unless Borrower an
BY, SIGNING BELOW, Borrower accepts and	d agrees to the terms and provisi	ons contained in this PUD Rider.	· · · · · · · · · · · · · · · · · · ·
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JEANNE C. JACOBS	(Seal): Borrower		Borrow
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MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTUMENT

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