91019289

Highland, Indiana

[Space Above This Line For Recording Data] -

## **MORTGAGE**

THIS MORTGAGE (("Security Instrument") is given on April' 1, 1991

The mortgagor is 'ROBERT B. JEPPESON AND SHARON F. JEPPESON, HUSBAND AND WIFE---

("Borrower"): This Security Instrument is given to SECURITY FEDERAL BANK, A FEDERAL SAVINGS BANK-

which is organized and existing under the laws of THE UNITED: STATES OF AMERICA 4518 Indianapolis Boulevard, East Chicago, Indiana, 46312

, and whose address is

("Lender"):

Borrower owes Lender the principal sum of FORTY THOUSAND DOLLARS AND NO/100-

Dollars (U.S. \$ 40,000,001 ). 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 May 1,2006. 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, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, and agreements under this Security. Instrument and the Note. For this purpose, Borrower does hereby more gaze, given and convey to Lender the following described property

located in LAKI

County, Indiana:

Lot 7 in Baker Estates, in the Town of Schererville, as per plat thereof, recorded in Plat Book 51 page 56 as corrected by instrument recorded August 26, 1980 as Document no. 595796, in the Office of the Recorder of Lake County, Indiana.

APR 23 10 17-A

Schererville,.

which has the address of 814 Jordan Circle

Indiana

4637.5 {Zip Code} ("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, subjects 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 Amended 5/87 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. A charge assessed by-Lender-in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 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; 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, thes 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.

Borrower shall promptly discharge any hen 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 on forfeiture of any part of the Property; or (c) secures from the holder of the lien and the lien and the lien on the lien and the lien and the lien on the lien and the lien and the lien on the lien and the 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 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 periods that Lender requires. The insurance carrier provising the insurance shall be chosen by Eorewer subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lander and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. In 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 may make proof of loss if not made proof 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 disbursement 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 wittl 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 ipostpone the due date of the monthly payments referred to in paragraphs hand 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 for bearance 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 brind 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. 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. Wence the note of applicable laws has the effect of rendering any provision of the Note or this Security Instrument and forceable 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 19:11 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 reconfessure 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 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,

judicially appointed receiver) shall be entrents of the Property including those payment of the costs of management of premiums on receiver's bonds and reason 21. Release: Upon payment of a Instrument without charge to Borrower.  22. Waiver of Valuation and Appr 23. Riders to this Security Instruction of the covenants of the co	fees and costs of title evidence.  acceleration under paragraph 19 or aban itled to enter upon, take possession of and ast due. Any rents collected by Lender of the Property and collection of rents, includable attorneys fees, and then to the sums sell-sums secured by this Security Instrum- raisement. Borrower waives all right of value ment. If one or more riders are executed by and agreements of each such rider shall be ents of this, Security Instrument as if the	manage the Property and to collect the receiver shall be applied first to ding, but not limited to, receiver's fees, ecured by this Security Instrument; ent, Lender shall release this Security lation and appraisement.  y Borrower and recorded together with incorporated into and shall amend and
Graduated Payment Rider	Planned ≠Unit Development Ric	
Other(s) [specify]	Document is	
Instrument and in any rider(s) executed the This I	Document is the best perty of the Lake Country BERT OF JEPPE	(Seal) —Borrower —(Seal) —Borrower —(Seal) —Borrower —(Seal) —Borrower
On this. 5th day of Notary Public in and for said County, po	Jeppeson, husband and wife	91before me, the undersigned; are ppeson and Sharon F.,
WITNESS my hand and official seal		
My Commission expires: 12-03-93 County of Residence: Lake This instrument was prepared by:	Jean Henderson No ROBERT D. PESAVENTO, VICE-I	Denderson PRESIDENT

## PLANNED UNIT DEVELOPMENT RIDER

, 19 91 THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5th 1st day of April and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SECURITY FEDERAL BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

814 Jordan Circle

Schererville.

Indiana: 46375

[Property#Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and

certain common areas and facilities, as described in Lot 7 in Baker Estates in the Town of Schererville, as per plat thereof, recorded in Plat Book 51, page 56 as corrected by instrument recorded August 26, 1980, as Document No. 595796 in the Office of the Recorder of Lake County, Indiana.

(the "Declaration"). The Property is a part of a planned unit development known as Baker Estates

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall performe all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when the lift dies and assessments imposed pursuanteto the Constituent
- B., Hazard Insurance. So long as the Owners Association maintains with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Prointhe amounts, for the periods and against the atisfactory to Lender and which provides insurance coverage requires, including he and hazards included within the term. the Lake County Recorder! "extended coverage, "Ither
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium install ments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant's to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

  Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the: Property or to common areas and facilities of the PUD; any proceeds payable to Borrower are hereby assigned and shallibe; paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners. Association maintains a public hability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D: Condemnation. The proceeds of any award or claim for damages; direction consequential, payable to Borrower int connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance indicated condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9f
- E. Lender's Prior Consent. Borrower shall mot; except after notice to Lender and with Lender's prior written consent, either, partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD sexcept for abandonment or termination required by law in the scase of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any/action which would have the effectiof rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due; then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

	disistees to the fermis	and provisions contained in this POD Kider.	
Robert B. Jesseson	(Seal)	SHARON F. JEPPESON PESSON	(Seal)
ROBERT B. JEPPESON	-Borrower	SHARON F. JEPPESON	-Borrowe
	(Seal):		(Seal)
	<ul> <li>Boilomet</li> </ul>		-Borrowei