91010928

[Space Above This Line: For Recording Data] .

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on-APRIL 19TH The mortgagor is ROBERT W SCHNEIDER and CLARISSA M'SCHNEIDER HUSBAND AND WIFE

This Security Instrument is given to PEOPLES BANK, A Federal Savings Bank

("Borrower"):

, which is organized and existing:

under the laws of: THE UNITED STATES! 9204' COLUMBIA- AVENUE MUNSTER,

, and whose address is

(#Lender!!)!

IN 46321

Borrower owes Lender the principal'sum of ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S.:\$ 113, 800.00). 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 MAX 151, 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, 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 security Instrument. Note, with interest, and all renewals, extensions and advanced under paragraph 7 to protect the security of this enants and agreements under this Security Instrument and the Note. For this purpose Borrower does hereby mortgage, grant and convey to Lender the following described property:

located in

55867

LAKE the Lake County Recorder!

County, Indiana:

LOT 147 IN SCHILLTON HILLS UNIT NO AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 69: PAGET25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, NOTANA.

SCHILLTON 9161 KHAKAMA DRIVE

(Street)

ST JOHN

Indiana^{*}

which has the address of

46373 (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, 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/

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower 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 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.

This Document is the property of the Lake County Recorder!

4. Charges; Liens: Borrower shall pay all taxes, assessments; charges, fines 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 and promptly furnish to Lender the payments.

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 sec 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 florice.

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 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 paragraphi?, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? 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 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 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

postpone the due date of the monthly payments referred to in paragraphs land 2'or change the amount of such payments.

10. Borrower Not Released Forbearance By Lender Not a Waiver. Extension of the time for payments 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: Join Cand Severa Hability 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 only to mortgage, grant and convey that Borrower's interest in the Property under the corns 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 of 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: 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 some security distribution. 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 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 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, 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.	raisement. Borrower waives all right of val	insting and appraisement:
23. Riders to this Security Instru	ment: If one or more riders are executed to and agreements of each such rider shall be ents of this Security. Instrument as if the	by Borrower and recorded together with
Adjustable-Rate Rider	Condominium Rider	2-4' Family Rider
Graduated Payment Rider	Planned Unit Development Ri	dër
Other(s) [specify]	Document is	
N	OT OFFICIAL!	
	Document is the property	
BY SIGNING BELOW, Borrowe Instrument and in any rider(s) executed to	eaccepts and agrees to the derms end by Borrower and recorded with it.	covenants contained in thist Security
	Tobat (1)	(Seal)
	ROBERT W SCHNEIT	1 I Calar III
	CLARISSA M SCHN	-Rorrowing
	RUERSO	(Seal)- —Borrower
		(Seal):
	SEAL MOIANA STATE	—borrower
STATE OF INDIANA, LAKE	County	ss:
On this 19th day Notary Public in and for said County	of: April ,19 , personally appeared Robert W. So	91, before me, the undersigned a hneider and Clarissa M.
Schneider, husband and wife	, and acknowledged the	execution of the foregoing instrument)
Witness my hand and official se	eal.	
My Commission expires: 12-3-93	gar.	- Chidewan
RESIDENT OF Lake COUNTY This instrument was prepared by	Jean Henderson	Notary Public SIDENT
		•

ADJUSTABLE RATE RIDER

		a'	•	mine.
THIS ADJU	USTABLE RATE RIDER is made this	19TH day of	APRIL	, 19 91 and
is monthitated little	vially shall be deemedito amend and	lisupplement the M	fortgage: Deedio	f-Trust or Security Deed
Adjustable Rate N	strument") of the same date given hote (the "Note") to	NK, A Federal	Savings Bank	, / to secure about wer a
***********************	ecurity:Instrument and located at:	ie:"Lender") of≖ti	hessame : date : an	discovering the property
	NERRY ST JOHN, IN 46373			
ESCHILLTO		ny Address j		***************************************
THE N	OTE CONTAINS PROVISIONS A	LLOWING FOR	CHANGES IN	THE*INTER-
EST'RA	ATE AND THE MONTHLY PAYM ORROWER'S MONTHLY PAYME	ent. If the in NTS will be h	TEREST RATE	INCREASES, E INTEREST
RATE	DECREASES, THE BORROWER'S	MONTHLY PAY	MENTS WILL	BE LOWER.
	L. COVENANTS. In addition to the co		ements: made in	the Security Instrument.
Borrower and Len	iderifurther covenant and agree as fol	liows:		
A. INTEREST	RATE AND MONTHLY PA	YMENT CHAI	NGES:	
	8.8 s for antinitial interest rate of	/5 %. The Note p	rovides:for chang	es in the interest rate and
the monthly paym	ients, as follows:			
4) INTEREST	RATE AND MONTHLY PAYMENT	CHANGES		
(A) Chang		MAY	N1:	. 94
Thelinteges	t rate I willipay may change on the fir	may ht is	with a share would be about	, 19, and on that
Date."	NOT OF	on which my inter	estirate could chi	auße iz caned/a. Cuanké
(B))The I				
Beginning.	with the Arist Chappel Date smy interes	st rate will be base	d:on:an Index	the "Index!" is the weekly
average vield on l	United States Treasury securities adju	isted no a constant.	maturity of	
figure available as	s of the date 45 days before each Ch	ange Date is called	thë "Current In	dex:"
Ifithe Inde	x is no longer available; the Note Hol	der will choose a n	new index which i	s based upon comparable
information. The	Note: Holder will give me notice of	his choice.		
(C) Calcu	lation of Changes			TWO) AND
	h Change Date, the Note Holder with			
round the result o	of this addition to the nearest one wigh	uh of one percenta	ige point (0.1259	This rounded amount
-	nterest rate until the next Change Dat		.!:	Lika svittisiäät täväätisi ehä
sprincipal I am ext	Holder will then determine the amount pected to owe at the Change Date in fi	ill on the maturity	date at my new in	iterest(rate in substantially
equal payments.	The result of this calculation will be	the new emount o	my monthly pay	ynienti.
	tive Date of Changes	MANAM		1
:My_new_in	nterest rate will become effective on ei ng on the first monthly payment da	ach Change Date.	I will pay the an	nount of my new monthly
payment speginnu payment changes		ië girët rije Gugul	Re : Nates autili : (11)	· milicipie autolike monemik
•	e of Changes			
**				an fact the state of the same

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFERIOF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17.of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

INTEREST RATE LIMITATIONS

The Adjustable Rate Note Rider provides for the following:

The maximum yearly interest rate that will be charged by this note is . 13.750.....

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

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

