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RECORD AND RETURN TO: 91021073
LAKE MORTGAGE COMPANY, INC.
4000 WEST LINCOLN HIGHWAY
MERRILLVILLE, INDIANA 46410

(Space Above This Line For Recording Data):

055068

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 29; 1991
The mortgagor is TERRENCE PANCZUK
AND MARGARITA PANCZUK, HUSBAND AND WIFE

("Borrower"), This Security Instrument is given to: LAKE: MORTGAGE COMPANY, INC.

which is organized and existing under the laws of THE STATE OF INDIANA 4000 WEST LINCOLN HIGHWAY, MERRILLVILLE, INDIANA 46410

,and whose addressils ("Lender"):

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Borrower owes Lender the principal sum of,

THIRTY THREE THOUSAND SIX HUNDRED AND 00/100

Dollars (U.S.\$ 33,600.00)

). 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 MAY 1, 2021

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 governants 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 County, Indiana:

UNIT 2B TOGETHER WITH AN UNDIVIDED 2, 777 PER CENT INTEREST INTEREST INTEREST INTEREST INTEREST INTEREST.

THE COMMON AREAS OF BARIC COURT CONDOMINIUM, A HORIZONTAL PROPERTY REGIME FORMED UNDER THE STATUTES OF THE STATE OF INDIANA, RECORDED MAY 22, 1979 AS DOCUMENT NUMBER 529765 AND IN PLAT BOOK 50 PAGE 65 IN THE OFFICE OF THE RECORDER OF

LAKE COUNTY, INDIANA.

PERMIT 45 - 146A GAR
LAKE MORTA OF CO., 18C.
The Intangibles Tax Division in accordage: with Ch. 153, Acts, 1957OFFICIAL PERMIT STAMP
Approved by Intangibles Tax. Division

which has the address of

Borrower's Initials:

3235 SARIC COURT-UNIT 2B

, HIGHLAND

Indiana:

46322 (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 select of the estate hereby conveyed and has the righteto 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 resistions by jurisdiction to constitute a uniform security instrument covering real property.

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

13 PAYMENT OF PRINCIPAL AND INTEREST PREPAYMENT AND LATE CHARGES Borrower shall promptly paywhen due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

INDIANA-SINGLE Family-FNMA/FHLMC UNIFORM: INSTRUMENT

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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 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 acquistion by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

PARTICATION 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:

Property which may attain priority over this Sacurity instrument and less hold payments or ground rents, if any, Borrower shall pay these obligations in the mapner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

This Document is the property of

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests (in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 omounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Burrower subject to Lender's approval which shall not be unreasonably withheld.

All! insurance policies and renewals shall be acceptable to Londer 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 middly comptly 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.

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.

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.

Borrower's Initials: ____ Page 2 of 4 DPS 549

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 or 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.

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 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.

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'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's successors in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or preclude the Byercise of any not or remedy.

shall not be a waiver of or preclude the exercise of any right of remedy. I.A.

11. Successors and Assigns Bound; Joint and Several Elability; Co-signers:

The covenants and agreements of this Security Instrument shall benefit the successors and agreements and Borrower, subject to the provisions of paragraphs 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.

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 thoose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a return reduces principal; the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Sender's Rights. If enactment or expiration of applicable laws has the effect of rendering

13 Legislation Affecting conders Rights I 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 shall take the steps specified in the second paragraph of paragraph 17.

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.

It is 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.

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.

	Borrower's Initials:	Page 3 of 4	DPS 550
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applicable law may specify for Security instrument; or (b) entry pays Lender all sums which their cures any default of any oth instrument, including, but not i require to assure that the lien of the sums secured by this Securinstrument and the obligations	reinstatement) before a y of a judgment enforci n would be due under the er covenants or agreed limited to, reasonable a of this Security Instrument rity Instrument shall co- secured hereby shall re apply in the case of acce	er meets certain conditions, Bor at any time prior to the earlier of ale of the Property pursuant to a ng this Security Instrument. Tho is Security Instrument and the No ments; (c) pays all expenses in ttorneys' fees; and (d) takes such int, Lender's rights in the Proper intinue unchanged. Upon reinsta imain fully effective as if no ac- lieration under paragraphs 13 or and Lender further covenant and	: (a) S days (or such other pering power of sale contained se conditions are that Borrowte had no acceleration occur curred in enforcing this so action as Lender may reastly and Borrower's obligation tement by Borrower, this Socieration had occurred. Ho
breach of any covenant or agreuntees applicable law provides default; (c) a date; not less than and (d) that failure to cure the cascured by this Security Instrumentorm Borrower of the right non-existence of a default or on or before the date specific secured by this Security Instrumentees of the cascured by this Security Instrumentees of the casculations	MEDIES; Lender shall ement in this Security I otherwise). The notice 30 days from the date default on or before the ment, foreclosure by just or reinstate after accessing other defense of 8 add in the notice. Lender them is without further noticed to collect all expentities to collect all expentity in the sollect all expentitions.	give notice to Borrower prior to natrument (but not prior to accels a shall specify. (a) the default the notice is given to Borrower hidden proceeding and sale of the eration and the right to assert prower to acceleration and fore at its option may require immedemand and may foreclose the enses incurred in pursuing the reasons.	acceleration following Borroration under paragraphs 13 b) the action required to a poy which the default must be result in acceleration of the Property. The notice shall in the foreclosure proceeds closure affithe default is no ediate payment in full of all as Security instrument by semedies provided in this par
judicially appointed receiver) sh rents of the Property including payment of the costs of manage premiums on receiver's bonds a	SION Upon accelerationall be entitled to enter of those past due. Any sement of the Property and reasonable attorneys ayment of all sums see	essand costs of title evidence on under paragraph -19 of abando upon, take possession of and mai rents collected by Lender or the ind collection of rents, including fees, and then to the sums secured by this Security instrument	onment of the Property, Lennage the Property and to coll a receiver shall be applied to but not limited to, receiver red by this Security Instrume
22. WAIVER OF VALUATI 22. RIDERS TO THIS S together with this Security his	ON AND APPRAISEMENT. ECURITY INSTRUMENT. OF COVERANTS THE COVERANTS OF COVERANTS AND APPRECIMENT.	Barrower waives all right of visit one or more riders are example of another with the enteron this Security Instrument	ecuted by Borrower and re der shall be incorporated in
Adjustable Rate Rider		Condominium Rider Planned Unit Development Rider	1-4 Family Ri
Other(s) (specify): BY SIGNING BELOW, Bor and in any rider(s) executed by E		es to the terms and covenants co	ontained in this Security Inst
	REAL PROPERTY OF THE PROPERTY	SEA CALLANDERENCE PANCZI	West -
		MARCARITA PANCE	UK -
			_
	(Space Balow T	his Line For Acknowledgement)	-
STATE OF INDIANA,	LAKE	County ss:	
	of April	, 19 91 , before n	ne, the undersigned, a Notar SARITA PANCZUK,
On this 29th day of in and for said County, persona HUSBAND AND WIFE the execution of the foregoing		CE PANCZUR AND MARK	, and acknow
in and for said County, persona HUSBAND AND WIFE	instrument. fficial seal. –17–94	Smu De	, and acknown tary Public

THIS CONDOMINIUM RIDER is made this .29TH 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 LAKE MORTGAGE COMPANY, INC.

(the "Lender"):

of the same date and covering the Property described in the Security Instrument and located at:

3235 SARIC, COURT-UNIT 2B, HIGHLAND, INDIANA 46322

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: SARIC COURT CONDOMINIUM

(Name of Condominium Project)

(ther "Condominium Project"). If the owners rescolation or other entity which acts≭for the Condominium Project (the "Owners Association"): holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Prőject; (II) by-laws; (III) códe of regulations; and (Iv) other equivalent documents. Borrower shall promptly pay, when due; all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage;" then:
- the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Governant 5 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 shalligive Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to berrower are hereby assigned and shall be paid to Lender for application 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 liability 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 in: connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the commonelements, or for any conveyance in lieu of 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 9.
- E. Lender's Prior Consent. Borrower shall not, 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 Consent to: required by law in the case 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 effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium 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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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(Sèal)	Terrence Parent
-Borrower	TERRENCE PANCZUK
Seal) Börrower	MARGARITA PANCZUK)
	MANGARITA TAMOLON
————(Seal) —Borrower	· · · · · · · · · · · · · · · · · · ·
(Seal)	
-Borrower	
(Sign Original Only)	