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91060773

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## **MORTGAGE**

Nov	zember 21	
THIS MORTGAGE ("Security Instrument") is given on	***************************************	,
19 The mortgagor is		
CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION	y Instrument is given to.	
CHILLEND FEDERAL SAVINGS AND LUAN ASSUCIATION	, which is o	rganized and existing-
under the laws of ADC United States and whos 707 Ridge Road — Munster Indiana 46321  Borrower owes Lender the principal sum of Sixteen thousand and Indiana 46321  Dellars (U.S. \$ 16,000.00 dated the same date as this Security Instrument (Note), which provides to paid earlier, due and payable on November 1 2001	e address is	
Description of the control of the co	407   00	("Lender").
Borrower owes Lender the principal sum of the first the first to the first t	1771	d by Danama Jalanata
dot ad the come date as this Counity Later was 100 ON 100 ON 100 ON	). Anis debt is evidence	a by Borrower's note
naid earlier, due and navable on November 21 2001	Thomasy payments, wi	in the fun deol, il not
requirer to Fundary (a) the reneument of the call and another by the Mata	Ath Theatast and all can	s Security Institution
secures to Lender: (a) the repayment of the debt evidenced by the Note, we modifications; (b) the payment of all other sums, with interest, advanced unit	dar nargaruph I to prote	et the ecourity of this
Security Instrument; and (c) the performance of Borrower's covenants and a	aroaments under this Soc	urity Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convergence	ev to I ender the following	o described property
located inthe Lake County Reco	adout	County Indiana:
Lots 5 and 6, block 4, South Hammond Subdivision	n in the city of	කිmmonමි as
shown in Flat Book 2, page 38, in take Founty,	Indiana.	**************************************
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STRUCK OF THE PROPERTY OF THE		)
SEAL SEAL ST		

which has	the address of	542 Mulberry	) sammono
	107. 21910	[Street]	[City]
Indiana	[Zip Code]	("Property Add	ress");

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.

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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 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Rorrower 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 bipid and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower severants and agreements shall be joint and severat. Any Borrower who co-signs this Security Instrument but does not execute the Note: Tabiken-signing this Security dustrought only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Four 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 Sottower of a retinut feduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Sottower of expiration of applicable laws has the effect of rendering any provision of the Note or this Security instrument unerdorceable according to its terms. Lender, at its option, may require immediate payment in full of all suchs secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If fender exercises this option, ender 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 regulators 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. Fransfer 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 I ender exercises this option, I ender 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' tees, and (d) takes such action as I ender may reasonably require to assure that the hea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums seemed 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

- 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 that 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, forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the eight to assert in the forcelosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and forcelosure. 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 indicially 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 cents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums seemed by this Security Instrument
- 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower
  - 22. Waiver of Valuation and Appraisement, Borrower waives all right of valuation and appraisement

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]

this Security Instrument, the covenants and supplement the covenants and agreement		
Instrument. [Check applicable box(es)]  [7] Adjustable Rate Rider	[**] Condominium Rider	[ ] 2-4 Family Rider
t-one P	[ ] Planned Unit Development Rid	• •
Graduated Payment Rider	••••	
	MELETE AND SUBSTITUTE NOW UN	HFORM COVENANT
By Signing Below, Borrower at Instrument and in any rider(s) executed by	accepts and agrees to the terms and thorower and resorded within AL	covenants contained in this Security
This D	Lake County Recorder	(Seal)
		(Scal) -Borrower
	Space Below This Line For Acknowledgment] -	
	SEAL MOIANA	
STATE OF Indiana		
COUNTY OF Lake	SS:	
The foregoing instrument was acknowledg	ed before me this a "Sevember of the	ulate)
by Commence Manuel, An Continu	(person(s) acknowledging)	·
My Commission expires — January 28, County of Residence: Lake  This instrument was prepared by Allebert	John John Pavolka	State  State  State  State
This instrument was prepared by Al-Pi-like	MAY C. STUR. VICE PRESTORNI	
44770 CITI2	UNS EFFERAL SAVINGS AND LOZ	AN ASSOCIATION

## RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT

This RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT is made this 21 day of November 19 91, and is incorporated into and shall be deemed to delete and substitute Non-Uniform Covenant 21 of the Mortgage (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA (Lender) of the same date and covering the property described in the Security Instrument and located at: 542 Mulberry Street, Hammond, IN 46324

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to delete Non-Uniform Covenant 21, entitled Release, and substitute the following: "Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay bender for expenses incurred in releasing the Security Instrument, including, but not dimited to, preparation of payoff statements, preparation of and processing Satisfaction of Mortgage and recordation or filing fees."

BY SIGNING BELOW BARROW COCCUPIE TIMES to CHEY to and provisions contained in this RIDER TO DELETE AND SUBSTITUTE NON-UNLINGH COVENANT.

