92009598

[Space Above This Line For Recording Data] BANK OF HIGHLAND/202210/TS MORTGAGE THIS MORTGAGE ("Security Instrument") is given on FFBRUARY 7

19.92. The mortgagor is "JAY G. HUITSING AND ROBERTA M. HUITSING, HUSBAND AND WIFE HIGHLAND which is organized and existing under the laws of .THE STATE OF INDIANA and whose address is 2611 HIGHWAY AVENUE. HIGHLAND; IN. 46322.

Borrower owes Lender the principal sum of FORIY ONE THOUSAND EIGHT HUNDRED AND NO/100******

Dolars (U.S. \$.41,890.00).

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 MACH 1. 2007 1.11.

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 agreements under this Security Instrument and the Note. For this purpose Borrowers loss becally marriage grain and control to Lynder the following described property located inLAKE.

County, Indiana. located in LAKE County, Indiana: THE SOUTH 60 FEET OF THE NORTH 891 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA, EXCEPT THE EAST 166 FEET THEREOF, AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID FAST 1/2 OF THE EAST 1/2, SAID POINT BEGINNING 831 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE EAST 1/2; THENCE EAST ON THE SOUTH LINE OF SAID NORTH 831 FEET OF THE SAID EAST 1/2 OF THE EAST 1/2 A DISTANCE OF 30 FEET; THENCE SOUTH ON A LINE 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 A DISTANCE OF 26.05 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE TO THE VEST AND RAVING A RADIUS OF 100 FEET A DISTANCE OF 34.53 FEET TO THE SOUTH LINE OF THE NORTH 891 FEET OF SAID EAST 1/2 OF THE EAST 1/2; THENCE WEST ON SAID SOUTH LINE A DISTANCE OF 24.10 FEET TO THE WEST LINE OF SAID EAST 1/2 OF THE RAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH ON SAID EAST LINE A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING. 5 ((

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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Indiana ... 46319..... ("Property Address");

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the date of disbursemental the Note rate and shall be payable, with interest, upon notice from Lember to Horrow er requesting

Bayment:

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 a 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 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 Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability 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 or Borrower's successors in interest. Any forbearance by Lenger in exercising any preclude the exercise of any rephase reheavement is the property of the exercise of any rephase reheavement is the property. The covenants and agreements of this are remarks and agreements of this exercise of the exercis

11. Successors and Assigns Bound: Joint and Several Liability; 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 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

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 reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal the reducing the principal owed under the Note or by making a preparate the result of the Note of the Note. prepayment charge under the Note.

13. Legislation Affecting Lender's Rights Trenatment 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 soms 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.

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 as contained to Lender 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

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 convenants 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.

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)]		
🗆 Adjustable Rate Rider	☐ Condominium Rider	□ 2-4 Family Rider
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Other(s) [specify]		
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DA CHANNE DA LONG D		
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STATE OF INDIANA, LAKE	County ss:	
Operhie 7TH Nav of	FEBRUARY	19.92, before me, the undersigned a
On this7TH day of	apally appared JAY G. HUITSING	AND ROBERTA M.
HUITSING, HUSBAND AND WIFE	onariy appeared	e execution of the foregoing instrument.
AIGHADANGY, AIGPHANG, AND MAC		e execution of the foregoing instrument.
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This instrument was prepared by: GREGORY, BRACCO, ASSISTANT VICE PRESIDENT