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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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MORTGAGEBANK OF HIGHLAND/RJ
LOAN NO. 202213

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 12**,
19. 92. The mortgagor is **DAVID D. PRY AND MARY M. PRY, HUSBAND AND WIFE**
 ("Borrower"). This Security Instrument is given to **BANK OF HIGHLAND**, which is organized and existing
 under the laws of **THE STATE OF INDIANA**, and whose address is **2611 HIGHWAY AVENUE, HIGHLAND, IN 46322** ("Lender").
 Borrower owes Lender the principal sum of **SIXTY TWO THOUSAND AND NO/100******* Dollars (U.S. \$ **62,000.00**). 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 **MARCH 1, 2007**. 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 purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property,
 located in **Lake**, County, Indiana.



LOT 9, JARCHOW'S ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 30, PAGE 76, IN LAKE COUNTY, INDIANA.

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which has the address of **2541 WICKER AVENUE**, **HIGHLAND**,
 [Street] [City],
 Indiana **46322**, ("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.

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DATA AND METHODS: Database and Variable construction and agreed definitions

I think it's important that students keep up their schoolwork. It's good to start something new, like a hobby or a new skill, but it's also important to keep up with what you're learning at school.

7. *Flight for food and shelter.* Sustained by flight into cover in a recess or underlay banks. Reference shall be made to flight as the only highly protective and most active form used when the bird is part of still a nest - particle, equal to and equivalent to the other two components which may include primary cover, secondary cover, etc., or partly or entirely unprotected within parts thereof. Property, if any, covered by birds about nests, perches, and other early developed elongated structures, etc., shall be called "nesting". Particles may consist of the particles and other forms of cover described and mentioned as follows: *Flight* as defined above.

The Funds shall be held in the vaults of the depositary account of which are maintained by a Subsidiary
Bank Security Depositary, and if either is such an institution, funds shall apply the Funds to pay the expenses of the particular
Bank, and that the Security Depositary shall apply the Funds, daily, to the security or variability, and proceed to make, unless Subsidiary pays
whatever interest in the future, the applicable fees pertaining to Subsidiary such charge. Borrower, shall, and/or may agree in
writing, that interest shall be paid on the Funds, during its existence, at such rate, or applicable fees required interest to be paid,
and/or shall be required to pay, Borrower, by reason of a failure by the Bank, Subsidiary, shall give to Borrower, without
charge, all rights, in respectability, of the Funds, so far as credit and debt with the Funds, and the purpose for which each debit on the
Funds was made. The Funds are placed 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 Secured Notes, shall exceed the amount required to pay the Secured Notes when due, the excess shall be, at Lender's option, paid as premium to Lender or credited to Lender on future monthly payments of Funds. 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 Secured Notes, shall be less than the amount required to pay the Secured Notes when due, Lender shall pay such amounts.

Typically, patients with no history of hepatitis C and no evidence of hepatitis C antibodies will undergo a single dose of interferon alfa-2a or -2b, 3 million units, given as a subcutaneous injection once weekly for 12 weeks. Patients with hepatitis C and no history of hepatitis C and no evidence of hepatitis C antibodies will undergo a single dose of interferon alfa-2a or -2b, 3 million units, given as a subcutaneous injection once weekly for 12 weeks. Patients with hepatitis C and a history of hepatitis C and no evidence of hepatitis C antibodies will undergo a single dose of interferon alfa-2a or -2b, 3 million units, given as a subcutaneous injection once weekly for 12 weeks.

9. **Applicant's right to payment.** Unless otherwise stated in prequalification, all payments received by lender under first option 1 shall be applied first, to late charges due under that loan, second, to prepayment charges due under the Note, third, to otherwise unpaid amounts due under the Note, to late fees and taxes as may be due.

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the Lake County Recorder!

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/or 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 until such time as Borrower shall promptly give to Lender all receipts of past premiums and renewals fees. Any renewal or loss of coverage shall give prompt notice to the insurance carrier and Lender. Lender may make use of this provision, demand for them even.

~~10.10.2. If the 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 unreasonably feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same security, the security instruments, whether valid or not, shall, with any excess paid to Borrower. If Borrower abandons the Property, in due and reasonable time it shall give notice to Lender that the insurance carrier has accepted to settle a claim, then Lender may collect the insurance against Lender may use the proceeds to repair or restore the Property at its expense ascertained by the Agent in his/her opinion whether or not feasible. The 30 day period will begin when the notice is given.~~

Subject to the conditions set forth above, the parties shall have the right to waive, postpone or reschedule the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. In addition, paragraph 10 of the Property Leasing Conditions, however, right to any insurance policies and proceeds relating thereto damage to the Property prior to the acquisition shall apply to the lessee in the event of the same caused by this Service, the damage in question being due to the acquisition.

By Preservation and Maintenance of Property; Households. Notwithstanding damage or substantially damage the Property, allow the Property to deteriorate or commit waste. Neither Security Instrument is on a leasehold, and neither shall comply with the provisions of the lease, and if lessor acquires fee title to the Property, the lessor shall have the title to the same unimpeded under, subject to the Mortgagor's rights.

**/ Protection of Lender's Rights in the Property: Mortgagee Remonance.* 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 interest in the Property (such as a proceeding in bankruptcy, reprobate, for condemnation or enforcement law or regulations), then Lender may do anything (or 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 received by a lien which has priority over this Security Instrument appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this provision, 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 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 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 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; 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 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 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.

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 non-existence 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 thento 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 appraisal.

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
 Graduated Payment Rider
 Other(s) [specify] _____

- Condominium Rider
 Planned Unit Development Rider

- 2-4 Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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the Lake County Recorder!

DAVID D. PRY
MARY M. PRY

(Seal)
—Borrower

(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF INDIANA, **LAKE** County ss:

On this **12TH** day of **FEBRUARY**, **1992**, before me, the undersigned, a Notary Public in and for said County, personally appeared **DAVID D. PRY AND MARY M. PRY, HUSBAND AND WIFE**, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: **1/27/95**



BETTY L. STAMMIS

Type or Print Name

Resident of **LAKE** County, Indiana

This instrument was prepared by: **GREGORY BRACCO, ASSISTANT VICE PRESIDENT**
(name)