INDIANA DIVISION

H457014

92013073

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MORTGAGE

. The mortgagor is THIS MORTGAGE ("Security This Document is the property of the Lake County Recorder! ("Borrower"). This Security Instrument is given to:
SECURITY FEDERAL BANK, a FEDERAL SAVINGS BANK The United States of America , and whose which is organized and existing under the laws of 4518 INDIANAPOLIS BLVD. address is EAST CHICAGO, IN . 46312 ("Lender"). Borrower owes Lender the principal/sum of 60,000.00 SIXTY THOUSAND AND NO/100 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"); which provides for MARCH 1, 2022 monthly payments, with the full debt, if not paid eacher, due and payable on

This Security-Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Eender the following County, Indiana: described property located in

PARCEL 1: THE SOUTH 150 FEFT OF THE NORTH 450 FEET OF THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA.

PARCEL 2: THE SOUTH 43.33 FEET OF THE NORTH 493.33 FEET OF THE EAST 60 FEET OF THAT PART OF THE EAST HALF OF THE WEST HALF OF THEEAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P. M., LYING NORTHERLY OF RIDGE ROAD, IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA.

which has the address of

1625 N GLENWOOD DR

GRIFFITH

Indiana

46319 [Zip Code]

("Property Address"):

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Form:3015 9/9 Amended 5/9 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount notate exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlements Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at kep (TRESPA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current that and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose cloposis are Charlet Dyca tederal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Banks Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender are notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up she deficiency. Environments, at Lender's sole discretion.

twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by his Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the lime of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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 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 (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.

5. Hazardkor (Property Insurance, Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Fender 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 Eender 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 21 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. Occupancy, Preservation, Maintende and Protections of the Property a Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in-forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in*Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Eender with any material information) in connection of the lease of Borrower acquires fee title to the Property, the leasehold. Borrower shall comply with all the provisions of the lease of Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender are so the paragraph writing.
- 7. Protection of Lender's Rights in the Property. If Borrower tails 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 for the property and Lender's rights in the Property. 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.

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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that#I ender (equires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

- 9. 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.
- 10. 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 ownote then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Bender otherwise agree in writing, the sums secured by this Security Instrument shall be acquired 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 spaid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and bender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it after notice by Freder to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower-fails to respond to Lender within 30 this after the date the notice is given. Lender's authorized to collect and apply the proceeds, that options either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Whiless Itender and Borrower of the wise organization to the proceeds to principal shall not extend or postpone the due date of the mountly, payments referred to inquitagraphs I and 2 or change the amount of such payments.

11. Borrower Note Released: Rorberrance by Lender Notes Walver, Extension of the time for payment or meshin atom.

- 11. Borrower Not Released; Rorbearance By Lender Nota Walver. Extension of the time for payment or medification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate storelease the diability 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 Bender in exercising any right or remedy shall not be a warver of or preclude the exercise of any right or remedy.
- 426 Successors and Assigns-Bound; Joint and Several Liability; Co-signers. The covenants and agreements of mis Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provinces of phragraph 47. Borrower's covenants and agreements shall be joint and severalt Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's sinterest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that secured by this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument on the Note without that Borrower's consent.
- 13. Boans Glanges. If the loans secured by this Security instrument's subject to a law which sets maximum loan charges, and that have is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceeds the opermitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the opermitted 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. The arefund reduces oprincipal, the reductions will be treated as a spartial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrowers provided for in this Security. Instrument shall be given by delivering it or by mailing it by first class analytimless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrowers designates by notice to Lender. Any motice to Lender shall be given by first class mail to Lender's address stated herein or any other address bender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower on Lender when given as provided in this paragraph.

15. Governing Caw; 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 on the Note which can be given effects without the conflicting provision. To this send the provisions of this Security Instrument and the Note are declared to be severable.

16.4Borrower's Copy: Borrower shall be given one conformed copy, of the Note and tof 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 Bender's prior written consent. Lender may, at its option, require manediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

If Render-exergises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not these 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

permittedliyfilhis Sectirity4Instrument without/further notice or demandfon/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 speriod) as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument: ort(b) tentry of a judgment enforcing this Security Instrument. Those Conditions are that Borrower; (a) pays Lenderallisums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)t cures any default of any other covenants; or agreements; (c) spays all expenses incurred in enforcing other covenants; or agreements; including; but not flimited to, reasonable afterneys flees; and (d) takes such action as Lendermay reasonably arequire to assure that the Vience of this Sectivity Instrument, Eender'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 Unstrument and the obligations secured hereby shall remain fully effective as if no acceleration hadrocurred. However, this right to reinstate shall not applyin the case of acceleration under paragraph (IVC11111) ent 18

1194 Sale of Note; Change of Loan Servicers The Note or a partial interestain the Note (together with this Security Instrument) may be sold one of more times without prior notice to Borrower. A sale may result in archange in the entity (known) as the "Loan Servicer") Ithat collects monthly payments due uniter the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, and the Bote that Bote the Bote that gently and Servicer, Borrower will be giventwrittenmotice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances: Borrower-shall not cause for permit the presence, use; disposal; storage, or release of any Hazardous Substances con or tin the Property. Borrower shall not do, nor allow anyone telse to dot anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential suses and to maintenance of the Property.

*Borrower shall promptly agive bender written notice of any investigation; claim; demand, flawsuit or other action by any governmentalfor regulatory agency to a private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower hastagual knowledge: If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Lass.

Assused in this paragraph 20: "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline personnental Law and the following substances: gasoline personnental Law and the following substances: apesticides and herbicides, volatile solvents, materials containing aspectos or formal delive, and tradioactive materials. As used in this paragraph 20, "Environmental Law" means federal law and laws of the quirisdiction where the Property is located that to health, safety or environmental protection.

NON-UNIFORMICOVENANTS. Borrower and Bender further covenant and agree as follows: trelate to health, safety or environmental protection.

- 21. Acceleration; Remedies. Render, shall give notice to Borrowersprior to acceleration following Borrowers obreach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c)/afdate; not less than 30/days from the <u>date the motice</u> is given to Borrower; by which the default must be curedy and (d) that failure to cure the default on for before the date specified in the motice 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 adefault organy other defense of Borrowerkto acceleration and foreclosure. Uf 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 forcelose this Security Instrument by judicial proceeding: Itender shall be entitled to collect all expenses incurred intrusting the remedies provided in this paragraph. 213tincluding, buttmot limited to; reasonable attorneys) feestand costs of title evidences.
- 221. Release, *Upon payment of all sums secured by this Security Instrument, Lendon shall release this Security Instrument without chargetto Borrower.

23. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

Förm:3015#9/90#

24. Riders to this Security Instrument, the covenants and agreements of this [Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	ad agreements of the Security Instrument NOT Condo	ch such rider shall be in Eas if the rider(s) were a OFFICIA ominium Rider	corporated into and/shall part of this Security In: 1-4 Family 1-4 Family 1-5 Family	II amend and/supplement strument. r Rider Payment/Rider
BY SIGNING BELOW, Borrower in any rider(s) executed by Borrower Witnesses: JACQUE BARKEN ARLYNE K. ROYAL		ER STENDE	renants contained in this DE SZCZYGIEL 304328700 R SZCZYGIEL 30956798:	(Seal) Borrower (Seal) Borrower
		orrower		-Borrower
STATE OF INDIANA,	LAKE		County ss:	
On this 21st day o and for said County, personally appear			, before me, the undersizezygiel, HUSBAND AND WI	igned, a Notary Public in FE
		and acknowl	edged the execution of t	the foregoing instrument.
WITNESS my liand and official	seal.			me knegome manamena
My Commission Expires:		Cicio	Livail .	Joseph Land
DECEMBER 16,1994 MY RESIDENCE IS NEWTON	N COINTY	Notary Public	JULIA J. QUIS	ENBERRY
This instrument was bredared by:	N COUNTY EDWINA GOLEC, ASS''	T VICE PRESIDENT		>