92022144

The Toka har conce Company

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on LISA O'LEARY, DIVORCED AND NOT REMARKED 1992

This Document is the property of the Lake County Recorder!

("Borrower"). This Security Instrument is given to PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

which is organized and existing under the laws of THE STATE OF IOWA 711 HIGH STREET, DES MOINES. 10WA 50392

, and whose

("Lender"). Borrower owes Lender the principal sum of

SIXTY NINE THOUSAND FOUR HUNDRED FIFTY AND 00/100

Dollars (U.S. \$

69,450.00

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 01, 2022 This Security Instrument secures to Lender: (a) the repayment of the dear evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the saymen of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrowey's covenants and agreements under this Security Instrument and the Note. For this purpose, Bostower pass bereby mortgage, grant and convey to Lender the following described property located in

THE SOUTH 16.02 FEET OF THE NORTH 70.96 FEET, BY PARALLEL LINES, AND THE EAST 27 FEET OF THE WEST 111.63 FEET OF THE SOUTH 15.59 FEET, BY PARALLEL LINES, OF LOT 18 IN RESUBDIVISION OF PART OF LOT "L" IN PARKVIEW TERRACE 2ND ADDITION AS PREVIOUSLY RECORDED IN PLAT BOOK 45 PAGE 125 AND ALL OF LOT "A" IN PARKVIEW TERRACE 1ST ADDITION AS PREVIOUSLY RECORDED IN PLAT BOOK 44, PAGE 133, A PLANNED UNIT DEVELOPMENT, IN THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 51, PAGE 87, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address of 805 WELLINGTON DRIVE, DYER Indiana 41613 Edle ("Property Address");

[Street, City],

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3015 9/90

FF 3406 (9101)

VMP MORTGAGE FORMS - (313)293 8100 - (800)521-7291

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 not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 260f et seq. ("RESPA"), 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 data 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 deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution of the property librational lands, annually analyzing 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 Feder may to notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender as the time 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. Hazard or Property 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, 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. 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 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 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 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, Maintenance and Preservois of the Property Burgourf's Doan Application; Leaseholds. Borrower's shall occupy, establish, and use the Property as 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 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 Lender with any material information) in connection of the loss of the loss
- 7. Protection of Lender's Rights in the Property, 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 rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation of fatomation of afford 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 4 ender requires) 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 oraits agent may make reasonable entries upon and inspections of the Property. Bender 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, order conveyance in lieu of condemnation, are hereby assigned and shall be paid!to!!iender.

Anothe evenue of a total taking off 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 in which the fair marketsvalue of the Property immediately before the taking is equal to congreate within the amount of the sums secured by this Security Instrument immediately before the taking, 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 offthe sums secured immediately before the taking, divided bys(b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of apartial taking of the Property in which the fair marketevalue of the Property immediately before the faking is less than the amount of the sums secured immediately before the taking, unless Horrowen and thender of herwise 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.

Tithe Property/is-abandoned by-Borrower-or it atternative by the fuller to Borrower that the condemnor offers to make an awardkor settle a claim for damages. Worrower fails to respond to Lender within 30 days after the date the notice is given, thenderdsmuthorized to collect and happly the proceeds, at its uplied, either toxestoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrowe Tithesy sengreerine within the experimentarion of principal shall not extend or

- spostpone the due due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

 121. Borrower Notificlessed: Forben ance by Lender Notic Walver, Extension of the time for payment or modification not amortization of the smills secured by, this Security Instrument granted by Bender to any successor in interest of Borrower shall motioperate to release the hibitity of the original Borrower or Borrower's successors in interest. Leader shall not be required to commence proceedings against any successor in interest overefuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand anade by the original a Borrower or Borrower's successors in interest. Any forbearance by Lendersin exercising any, right or remedy shall not be a waiver of or preclude the sexercise of any rightsor remedy.
- 12. Successors and Assigns Bound; Joint and Several Bability; Go-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Bender 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 those not execute the Note: (a) is co-significations Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and f(e) agrees that sender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security this tument or the Note without that Borrower's consent.
- 13. 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 toan 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 toutherpermitted limit; and (b); any, stims 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.
- 14. Notices. Any notice to Borrowen provided for in this Security/Instrument shall be given by delivering it or by mailing if 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 Lenders 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.
- 1151. 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 flaw, such conflict shall not affect other provisions of this Security Instrument on 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 on 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 sprior 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, Render 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 toppay these sums prior to the expiration of this period, thender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate III Borrower meets certain conditions, Borrower shall have the right to thave 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. Those conditions are that Borrower (b) cures any default of any other covernants, or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable aftorneys Hees; and (d) takes such action as Bender may reasonably require to assure that the Hender's rights in the Property and Borrower's obligation to play the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligation to play the sums secured by this Security Instrument shall continue unchanged: Upon reinstitement 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 paragraph (2.111)

Instrument) may be sold one for more tiples without prior notice to Borrover. As sale may result intarchange in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security. Instrument. There also may be one on more changes of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraphs 4 above and applicable law. The notice will state the name and address of the notice will state 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 noticeuse or permitthe presence, use, disposal, storage, for release of any Hazardous Substances or or in the Property. Borrower shall notice, nor sallow, anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence; use; for storage son the Property of small quantities of Hazardous Substances that are generally recognized to the appropriate to normal residential tuses and to maintenance of the Property.

Borrower shall promptly, give Lender-written in otice of any, investigation, claims, demand, flawsuit or other action by any, governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is motified by any governmental or regulatory authority, that any removal for other remediation of any Hazardous Substance of the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Assused in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances; by Environmental Law and the following substances: gasoline, kerosene, other flammable on toxic petroleum products, toxic pesticides; and herbicides, volatile solvents, anaterials containing asbestos or formaldehyde, and radioactive materials: Assused in this a paragraph 20t, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the first of the property is a located that relater to the property is a located that relater to the property of the property is a located that relater to the property is a located that relater to the property of the property is a located that relater to the property of the property of the property is a located that relater to the property of the pro

NON-UNIFORM COVENA'NITS: Borrower and Lendersfurther covenant and agree assfollows;

21! Acceleration; Remedies. Bender shall give notice to borrower prior to acceleration following Borrower's breach of any-covenant or agreement in this Security Instruments (but not prior to acceleration under sparagraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default? (c) addate, 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, for eclosure 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 added and or any other defense of Borrower to acceleration and foreclosure. If the default is not cured to 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. Bender, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and foosts of title evidence.

221 Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

Security Instrument, the covenants and agreements the covenants and agreements of this Security Instrument (Check applicable box(es)) Adjustable Rate Rider Graduated Payment Rider This Day	ne or more riders are executed by Borrower and recorded together we of each such rider shall be incorporated into and shall amend and suppose the riders. We a part of this Security Instrument. Condominium Rider Clay 1-4 Family Rider Planned Unit Development Rider Rate Improvement Rider Rate Improvement Rider Conter(s) Ospecifyy Recorder!	ith this plement _
BY SIGNING BELOW, Borrower accepts and in any rider(s) executed by Borrower and recorded Witnesses:	LISA 0'LEARY 306-84-0541 Social Security Number	_(Seal) Borrower _(Seal) Borrower _(Seal)
Social Security Number	Social Security Number	-Borrower
STATE OF INDIANA, LAKE	County ss:	
On this 8TH day of APRIL and for said County, personally appeared LIS	. 1992 , before me, the undersigned, a Notary A O'LEARY, DIVORCED AND NOT REMARRIED	Public in
WITNESS my hand and official scal. My Commission Expires: 9-21-92 County of Residence: Porter This instrument was prepared by:	, and acknowledged the execution of the foregoing in Margaret E. Lawhead Margaret E. Lawhead	strument.
Lisa L. Vlac Principal Mu	ch utual Life Insurance Co. Form 30	15 9/90

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this BTH 8 day of , 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 PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

(the "Lender")

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

805 WELLINGTON DRIVE, DYER, IN

[Property Address]

proved with a dwelling, together with other such parcels and certain common areas and the fitte

(the "Declaration").

The Property is a part of a planned unit development known as A D

PARKVIEW TERKA his Document is the property of

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses. benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 "mastek" or "blanket" policy insuring the hope which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender regaires, including fire and hazards included within the term "extended coverage," them
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Coverant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the mediated coverage is provided by the Owners Association

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3150 9/90



- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in her 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 10.
- E. Lender's Prior Consent, Borrower shall not, except after notice to Tender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination 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; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unaccount to the owners are the owners as the owners are the owners are the owners are the owners as the owners are the own
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph is 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 disbussement at the Riot are under spatter, with interest, upon notice from Lender to Borrower requesting payment are County Recorder!

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

