92053083

··· (Space Above This Line For Recording Data) ····

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 14,  1992 The mortgagor is Gary Immig	ıs
Association F A	
Association, F.A. which is organized and exist under the laws of the United States and whose address is 1900 Indianapolis Blvd	١
Whiting, IN 46394 ("Lender Borrower owes Lender the principal sum of Thirty-Nine Thousand Seven Hundred Fifty dollars."	
and NO/100. Dollars (U.S. \$.39,750,00. ). This debt is evidenced by Borrower's no dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if t	ote
paid earlier, due and payable on September 1, 2017 This Security Instrume	eent
secures to Lender: (a) the repayment of the debt ordered by he Note with interest, and all renewals, extensions a modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the s	1. :
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument a	ınd
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described prope located in	na:

## the Lake County Recorder!

Lot 9, Block 13, Subdivision of Blocks 13 to 16 both inclusive, Fifth Addition to Indiana Harbor, in the City of East Chicago, as shown in Plat Book 9, page 2 In Lake County, Indiana.



East Chicago (City) which has the address of ..... Indiana ..... 46312 ..... ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter crected 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.

INDIANA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT BANKERS SYSTEMS, INC. ST. CLOUD, MN 56302 FORM MD-1-IN 6/84

Form 3015 12/

(1. Payment of Principal'and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debrevidenced 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 awritten waiver by Render, Borrower shallipay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground fronts on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; if any. These items are called "escrow items:" Render may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be heldlin an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency, (including liender if Lender is such an institution). Bender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds; analyzing the account or verifying the escrow items, unless Lender pays: Borrower interest on the Funds and applicable law permits Lender to make such a charge Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall hot be required to pay. Borrower any interest or earnings 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 jadditional security, for the sums secured by this Security Instrument

If the amount of the Funds held by Lender to gether withithe future monthly, payments of Funds payable prior to the due dates of the excrowitems, shall exceed the amount required to pay the escrowitems when due, the excess shall be, at Borrower's option, either promptly-repaid to Borrower for tredited to Borrower on monthly, payments of Funds Alffthe amount of the Funds held by Lender is not sufficient to pay, the escrowitems when due; Borrower shall pay, to Bender any

amountinecessary, to make upithe deficiency, in one or more payments as required by Lender.

Upon paymentinfull of all sums secured by this Security Instrument, lender shall promptly, refund to Borrower any funds held by Lender, If under paragraph 19 the Property, is sold or acquired by Lender, Lender, shall apply, not later, than immediately prior to the sale of the Property, or its acquisition by Bender, any Funds held by Lender at the time of application 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 and 2 shall be applied if irst, to late charges due under the Note; second to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourthato interest due; and last, to principal due.

4. Charges; Liens: Borrower shall bay attitudent, assessments charges, tines and impositions affirbutable to the Property, which may affain priority over this Security Instrument, and leasehold payments or ground rents if any Aborrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner Borrower shall paythem on time directly, to the person owed payment. Borrower shall promptly furnish to Render all motices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly, furnish to Render receipts evidencing the payments:

This Document is the property of

Borrower shall promptly, discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the Military in the lien in Justific to the inderison in possible to be derison in possible to the property.

Borrower shall promptly, discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the Bilication Secured by the lien in A painter acceptable to bender; (b) contests in goods faith the lien by, on defends against enforcement of the lien in legal proceedings which in the lender stop inion operate to prevent the enforcement of the lien of forfeiture of any part of the Property; or (c) secures; from the holder of the lien and agreements at is factory to Lender subordinating the lien to this Security Instrument. It lender determines that any part of the Property is subject to allien which may attain priority over this Security Instrument. It lender may give Borrower at notice dentifying the lien. Borrower shall satisfy, the lien of take one or more of the actions set forth above within 10 days; of the giving for notice.

5: Hazardinsurance. 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 for the periods that lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to the name of a which shall not be

unreasonably withheld!

Allinsurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. L'ender shall have the right to hold the policies and renewals. The ender requires, Borrower shall promptly give to l'ender all receipts of paid premiums and renewal motices. In the event of loss, Borrower shall give prompt motice to the insurance carrier and

Lender, l'ender may, make prooftoffloss if not made prompile by Borroyer.

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 not economically leasible or lender restoration or repair is not economically leasible or lender restoration or repair is not economically leasible or lender restorative 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; the illender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or topay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Render and Borrower otherwise agree inswriting, any application of proceeds to principal shall not extend or spostpone the due date of the monthly, payments referred to in paragraphs I and 2 or change the amount of the payments. It amider paragraph 191the Property is acquired by Render Borrower's right tomay insurance policies and proceeds resulting I 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially schange the Property, allow the Property to deteriorate or accommit waste. If this Security Instrument is soon leasehold, Borrower shall comply with the provisions of the lease; and fifth or rower acquires feetitle to the Property the leasehold and

fee title shall not merge unless Lender agrees to) the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrowerifails to perform the covenants and agreements contained limithis Security Instrument, or there is a legal proceeding that may significantly, affect Lender's rights in the Property (such as approceeding in bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Bender'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 freasonable attorneys' fees and entering on the Property, to make repairs. Although Lender may take action under this paragraph 7, Lender does not have toldo 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 requestings

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 the covenants and agreements of this 11. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the seccessors and ussigns 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 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 loancharges, 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 penerpal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If concurrent 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 small 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 apother method. The potice shall be directed to the Property

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 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-UNITORM 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 thy judicially appointed (eceiver) 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.

	rument. If one or more riders are executed by Bo	
	and agreements of each such rider shall be inco	
supplement the covenants and agreen	nents of this Security Instrument as if the rid	ler(s) were a part of this Security
Instrument. [Check applicable box(es)]	·	•
☐ Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	•
☐ Other(s) [specify]	•	
• • • • •		
BY SIGNING BELOW, Borrower at	ccepts and agrees to the terms and covenants co	ntained in this Security Instrument
and in any rider(s) executed by Borrows		
N	IOT OFFICIAL!	
	- Clety Mix	vi San
This	Document is the property of	T Borrower
th.	ne Lake County Recorder!	
	ic Lake County Recorder:	
		TC: Borrowec
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STATE OF INDIANA La	ce County set	
On this14.th day of	August	92., before me, the undersigned, a
Notary Public in and for said County, po	ersonally appeared . Gary. Immig	, , , , , , , , , , , , , , , , , , , ,
,	pandacknowledged the exec	cution of the foregoing instrument.
	SECOND OF STREET	, , , , , , , , , , , , , , , , , , ,
WITNESS my hand and official so	eal.	•
, , , , , , , , , , , , , , , , , , , ,		
My Commission expires:		aken bruloke
,	The same of the sa	
10-11-94	Monique A. Jakubielskirv	Public Lake Co. Res.
This instrument was prepared b	2017 7 77 10 10 17 17 17	
- in the time to the free free of	(name)	