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## **MORTGAGE**

THIS MORTGAGE ("Security Instrume 19 The mortgagor is Clarene J. Jo	ent") is given on November 18, 1992 The Bass, Individually "Bassoner") This Secretary Instrument is given to	Inland	ı Z	., 
.EmployeesFederalCreditUni under the laws of	on which is a man whose address is 4035. A	rganized a	ind existin	 .g 
Borrower owes Lender the principal sum ofTwe	.2 nty-EightThousandOneHundr.e (U.S.\$28,124,83) This debt is evidence	( dTw.e.r d by Borr	"Lender" Lty ower's no	).  te
dated the same date as this Security Instrument	"Note"), which provides for monthly payments, wi	th the full s Security	debt, if no Instrumer	ot nt
modifications; (b) the payment of all other sums. Security Instrument; and (c) the performance of B	evidenced by the Note, with interest, and all ren with interest, advanced under paragraph 7 to prote corrower's covenants and agreements under this Sec	et the secu curity Inst	urity of th rument ar	is 1d
located inthe La	more service tind conveyed tender of following the County Recorder!	ng describ Coun	ed proper ty, Indian	iy a:
Situated in the City of Gary, and is further described as f	County of Lake, and State of Collows:	India	ana,	
	38, Block 20 Aetna Securition, as shown in Plat Book 20, p	s Comp	oany's ),	
Lake County, Indiana.	COUDERSON			
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which has the address of10.1.0	O.ArizonaStGary.,IN46403.		•••••	
Indiana[Zip Code]	("Property Address"),	(011)1		

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

12/83 1700 1 (K AUNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

It Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay whem due the principal of and interestion the debt evidenced by the Note and any prepayment and tate 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, tto:Lender on the daysmonthlypayments 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 Heaseholdspayments or ground rents on the Property, if any; (c) yearly hazards insurance premiums; and (d) yearly mortgage insurance/premiums, if any. These items are called "eserow items," Lender may estimate the Funds due on the basis oficurrentidata and reasonable estimates of future escrow items:

The Hunds shall be heldfin an institution the deposits or accounts of which are insured or guaranteed by affederal or state agency (including thender if Bender 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 Lenderspays/Borrower interest on the Funds and applicable law permits Bendersto make such a charge (Borrower and Lender/may agree in writing thatkinterest shall be paid on the Funds. Unless an agreement is made or applicable law requires intereste to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Bunds. Bender shallfgive to Borrower, without charge, an annual accounting of the Runds showing credits and debits to the Runds and the purpose for which each debit to the funds was mader The Funds are pledged as additional security for the sums secured by. this Security, Instrument;

If the amount of the Rundshieldlöylizender atogether withithe fulfure monthly payments of Fundspayable prior to the due dates of the escroy items, shall exceedible amount required to pay the escrowitems, when due the excess shall be, intiBorrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds Albithe amount of the Bundsheld by Lender is not sufficient to paythereserow if ems when due. Borrower shall payto Lender any

amountinecessary, to make up the deficiency in one or more payments as required by Render,

Upon payment infull of all sums secured by this Security Instrument, then der shall promptly refund to Borrower any, Funds held by Lender, thunder paragraph 19 the Property, is sold of acquired by Lender, then der shall apply no later than immediately priorito the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as accredibagainst the sums secured by this Security Instrument.

3. Application of Payments: Unless applicable law provides otherwise; all payments received by Lender under paragraphs land 2 shall be applied: first, to late charges due under the Note; second, to prepayment teharges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest dues and last to principal due.

4. Charges; Liens: Borrower shall pay allows, assessments, charges, these and difficulties are ground transcribed and applicable to the note.

Property which may attain priority over this Security distrament, and leasehold payments or grounderents, if any. Borrower shall pay these obligations in the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turns but then on time directly to the person owed payment. Borrower shall promptly turns but then der all notices of amounts. to be paid under this paragraph Afficor over outes diese payments directly diotrow of half promptly furnish to Hender receipts evidencing the payments.

Borrower shall promptly discharge and then 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 Render; (b) contests in good faith) the lien by, or defends against enforcement of the hearin, legal proceedings which su the Lender's opinion operate tosprevent the enforcement of the fien or forfeiture of any part of the Property; or (e) secures from the holder of the lien and 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 a tain priority, over this Security Instrument. Bender may give Borrower a motice identifying the lien. Borrower shall satisfylthe lien or take one or more of the actions settlor habove within 10 days of the giving of notice.

5, Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property, insured against loss byfire, 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 liender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably.withheldl

All insurance policies and renewals shall be acceptable to flender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. It lender requires, Borrower shall promptly give to Lender allfreeeiptsiof paidipremiums and renewal notices. In the event of loss Borrower shall give; prompt notice to the insurance

carrier and Bender, Lender may make proof of loss is not made promotly by Borrower.
Unless Lender and Borrower observise agree is sylving, 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 repairs is not economically feasible or Render'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. 46 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance earrier has offered to settle a claim, then Lender may collect the insurance proceeds. I ender 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/begins when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal sliall 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 19 the Property is acquired by hender. Borrower's right to any insurance policies and proceeds resultingfrom 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. Borrowershall not destroy, damage or substantially change the Property, allow the Property to deteriorate or committ waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease; and life Borrower acquires fee title to the Property, the leasehold and

Meetitle shall not merge unless lenderagrees to the merger in writing.

7., Protection of Lender's Rights, in the Property, Mortgage Insurance. 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 bankruptey 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 Lender's rights in the Property. Lender's actions may include paying any sums secured by a hen which has priority over this Security Instrument, appearing incourt, paying reasonable aftorneys' fees and lentering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to do so.

Any amounts disbursed by Bender 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 be ar interest from the date of disbursement at the Note rate and shall be payable, with interest; upon notice from Lender to Borrowers

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 the 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 the 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 I ender 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.
- 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 Bound: Joint and Several Cability; 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 those: (a) kee Signing this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (e) 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 collected from the reduction will be treated as a
- under the Note or by making a direct payment to Borrowet. He refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge to the Review.

  13. Legislation Affecting Lender's Rights. If enactine of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unemore cable according to its terms, Lender, at its option, may require immediate payment in full of all sams 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 provide fit highs 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, I ender 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, I ender 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 hen 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 then to the sums secured by this Security Instrument.
- 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
  - 22; Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

supplement the covenants and agreements Instrument. [Check applicable box(es)]	s of this Security Instrument as if the	rider(s) were a part of this Security
Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Phote Uni Decimal Rider	
Other(s) [specify]	OT OFFICIAL!	
BY SIGNING BELOW, Burrower Instrument and in any rider(s) executed by	Clarene J Jon	Bard (Seal)
State of Indiana, Lake		
On this18th day of		ones-Bass, Individually
Witness my hand and official scal.		
My Commission expires: 5-18-94	Notary Public	Plany
	A Resident ofL	ake County
This instrument was prepared by:	d. (Chrun )	Powell, Loan Clerk