This instrument was prepared by or under the supervision of Peirson & Patterson, 13750 Omega Road, Dallas, TX 75244.

WILLIAM H. PEIRSON

WESAV MORIGAGE CORPORATION 1815 S. MEYERS ROAD, SUITE 610 OAKBROOK TERRACE, IL 60181

Loan #: 6510177 Process*#:

H 464805 4

93013385

- [Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") - is * given on

JEROME FRANCIS*NOWAK and JUDITH: A. NOWAK, HISEWIFE The mortgagor is:

("Borrower").

This Security Instrument is given to

WESAV MORTGAGE CORPORATION

which is organized and existing

under the laws of

the State of Arizona

and whose address is.

9060: EAST VIA LINDA-STREET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal sum of

linety One Thousand and No/100

Dollars: (U.S.; \$ 91,000:00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt; if not paid earlier, due and payable on March 1, 2023. 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 Lender the following described property located in Indiana:

> LOT 74, SHERATON GARDENS 2nd ADDITION, TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 32, PAGE 89, IN LAKE COUNTY, INDIANA.



which has the address of

1121 JAY STREET

[City]

Indiana

46319 [Zip Code]

("Property Address");

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 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- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3015 9/90

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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 leasehold payments or ground rents on the Property; (i) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; fany; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph's, in lieu of the payment of mortgage insurance premiums. These items are called 'Escrow Items.' tender, 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 Red Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ('RESPA'), unless another law that applies to the Funds sets a mount. If so, Lender-may, at any:time, collect and hold Funds in an amount not exceed the lesser amount. Lender may not charge borrower to holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless hall be held in an institution) or, in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may require Borrower in holding and applying t

Upon payment in full of all sums scenared by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, It under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the sums secured by this Security Instrument.

Payments and Shall be applied: Irrs, to any prepayment charges they under the Note, account to another payments and 2 shall be applied: Irrs, to any prepayment charges they under the Note.

4. Charges; Liens, Borrower shall pay all they, accounts the third of the Note.

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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 obe-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage layed or canada to be in effect, Lender williacotect, use and reliable 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 halt Lender requires) provided by an insurar approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance coverage (in the amount and for the period halt Lender requires) provided by an insurance and cander or applicable law.

The proceeds of an acceptance with any written agreement between Borrower and Lender or applicable law.

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection, operated and the control of the property of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, the proceeds of caim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before taking, unless Borrower and Lender otherwise agree in writing/the sums secured by this Security Instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property inmediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property in which the fair and the sums secured by this Security Instrument and the sum secured by the sums secured by this Security Instrument property in the property in the property in the sum of the sums secured by this sec

without the conflicting provision. To this end the provisions estable 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 of a Beneficial Interest in Borrower of 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 injuriedate payment in full of all sums secured by this Security Instrument. However, this option, Lender shall give Borrower neares by Lender if exercise is prohibited by federal law as of the date of 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. Those conditions are that Borrower; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including; but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations se

Itality effective as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change 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 or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice 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 or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow 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, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit 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 notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: are those substances de

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shallgive 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 Paragraph 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 ontion may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys! fees and costs of title evidence. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

24. 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(cs)]. Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider **Biweekly Payment Rider** Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. JEROME FRANCIS NOWAK JA'COI ial Security Number: 351-42-5771 MADDOX ANICE This Document is the property of the 357-68-3588 the Lake County Receir secrily Number: ..(Scal) Social Security Number: ...(Scal); ·Borrower Social Security Number: NDIANA BEFORE ME THE UNDERSIGNED ROYAL, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY APPEARED PERSONALLY JEROME FRANCIS NOWAK AND JUDITH A. NOWAK, HUSBAND AND WIFE, ON THIS 25th OF FEBRUARY 1993, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES: APRIL 18 1995 MY RESIDENCE IS LAKE COUNTY

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