4034: Citizens Federal Svgs. & Loan 707 Ridge Road Munster, IN+46321

93015471

[Space Above This Line For Recording Data] _

MORTGAGE

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

March 5, 1993

The mortgagor is

M

James M. Brass & Milagrita Brass, husband and wife

Ocument (Socrower"). This Security Instrument is given to

Citizens Federal Savings and Lean Assemble which is organized and existing under the laws of , and whose address is

707 Ridge Road, Munster, his D46221 ment is the property of

the Lake County R'Ecroer deligrower owes bender the principal sum of

Nineteen Thousand and 00/100 Dollars (U.S. \$ 19,000.00-----). 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 . This Security Instrument secures to Lender: (a) the repayment of the debt April 1, 2003 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

County, Indiana:

o Tide Insurance Company

Lot 487, Southtown Estates 11th Addition to the Town of Highland,

shown in Plat Book 35, page 35 in Lake County, Indiana.

which has the address of

3527 44th Place, Highland

(City)

Indiana

46322

("Property Address");

INDIANA -- Single Family -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT ITEM 1879 (9109)

Form 3015 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.
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TOGETHER WITHfall 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 SEGURITY 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 Bender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Eate Charges: Borrower shall promptly pay when due the sprincipal of and interest on 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 his 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 brents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly floods insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Bender, in accordance with the provisions of sparagraph 8, in the of the payment of mortgage insurance premiums. These items are called "Escrowhiems." Lender may at any time, collect and hold bands in an amount not to exceed the maximum amount allender for a federally related mortgage local tray 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. \$ 260 Het seq. (RESPA*), unless another, law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount notito exceed the lesser amount. It ender may estimate the amount of Funds of the basis of current data and reasonable estimates of expenditures of turure Escrow Items or otherwise in accordance with amplicate leave.

estimates of expenditures of turne Escrow Items or otherwise in regordance with application w.

The Funds shall be held in an institution whose deposits are insured by acceleral agency, instrumentality, or entity (including Lender, if Lender is such amount of the Escrow Items. Bender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account; or verifying Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account; or verifying Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account; or verifying Lender may require Borrower to pay acone-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 kender 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 Escrew Lends below the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount of payers and the deficiency. Borrower shall make up the deficiency in no more than welve monthly payments at Lender's side discretion.

Upon payments in full of all-sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Bender. If, under paragraph 21, Lender shall arcture or sell the Property, liender, prior to the acquisition or sale of the Property, shall apply any bonds held by Bender at the sime 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 Render under paragraphs, Land 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.

41. 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, it any. Borrower shall pay these obligations in the minner, provided this paragraph 2, or if most paid in that manner. Borrower shall pay them on time directly to the person lowed payment. Borrower shall promptly turnish to Be in the paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Bender 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 for defends against enforcement of the lien in a manner acceptable to Lender stop into no prevent the tenforcement of the lien; or (c) secures from the holder of the lien amagree ment satisfactory to Lender subordinating the lien to this, Security Instrument. If Lender determines that any part of the Property is subject to adden which may attain priority over this Security Instrument, Lender may give Borrower and ice identifying the lien. Borrower shall satisfy the lien or take one of the actions settler that above within 10 days of the giving of notice.

15. Hazard or Property Insurance: Borrower, shall keep the improvements now existing or lie reafter 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 tinsurance 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 Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower 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 occupancy as Borrower's principal residence for at least one year after the date of occupancy, tales Leader 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, aflow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings of better civil or equipal debegun that in Leader's good faith judgment could results in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest, and the Property or other-material impairment of the lien created by this Security Instrument or*Lender's security interest, 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 with the loan-evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property of Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a stead proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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 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 and 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 lien 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 Lender 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 or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection,

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or 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 shalf-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.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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.
- 12. Successors and Assigns Bound: Joint and Several Halbity Configures. The coverants 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 Note: (a) is co-signing this Security Instrument only to mortgage, grain 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.
- 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 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 the reduction will be treated as a partial prepayment without any prepayment to Borrower. If a refund reduces pracepal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 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 mother 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 Eender's address stated herein or any other address Denders signates 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 Tocated. 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 of 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's 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 Eender 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 as if no acceleration had 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 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 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 normall

residential uses and to maintenance of the Property.

Borrower shall promptly give Leader writen to the land in the stigation, 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, at is notified by any governmental or regulatory authority, that any removal or other remediation of any Flazardous Substance affecting the Property is necessary, Borrower

shall promptly take all'necessary renigital actions in ecord-medicine with Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum-products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 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 receleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of flavrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the active. 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 21; including, but not limited to, reasonable attorseys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by white Security Instrument, Lender shall release this Security

Instrument without charge to Borrower.

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

24. Riders to this Security Instrumenthis Security Instrument, the covenants and supplement the covenants and agreements of [Check applicable box(es)]	nt. If one or more riders are executed by I agreements of each such rider shall be inc this Security Instrument as if the rider(s) we	orporated into and shall amend and
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
X Other(s) [specify] Rider To	Delete and Substitute Non-Uni	form Covenant
BY SIGNING BELOW, Borrower acce and in any rider(s) executed by Borrower and	pts and agrees to the terms and covenants I recorded with it.	contained in this Security Instrument
Witnesses:		. 1
N	Document M. Brass OT OFFICIAL!	-Borrower
	ocument is the property Lake County Regeoval pross	-Borrower
S		— (Seal) -Borrower — (Seal) -Borrower
STATE OF INDIANA. On this 5th day of Notary Public in and for said County, person James M. Brass and Milagrita	Brass, husband and wife	before me, the undersigned, a execution of the foregoing instrument,
Witness my hand and official seal. My Commission expires: 9/9/93	Jan Carlon	N. FO
County of Residence:	Faye Cowser	Notury Public
This instrument was prepared by:	JEFFREY C STUR, VICE PI CITIZENS FEDERAL SAVIN	RESIDENT ASSOCIATION

RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT

This RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT is made this 5th, day of March, 19 93, and is incorporated into and shall be deemed to delete and substitute Non-Uniform Covenant 22 of the Mortgage (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA (Lender) of the same date and covering the property described in the Security Instrument and located at: 3527 44th Place, Highland, IN 46322

Document is NOT OFFICIAL!

In addition to the Towerall scuttered by the following: "Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay Lender for expenses incurred in releasing the Security Instrument, including, but not limited to, preparation of payoff statements, preparation of and processing Satisfaction of Mortgage and recordation or filing fees."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT.

James M. Brass

(Seal)

Borrower Milagrata Brass