THIS MORTGAGE/DEED OF TRUST IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF AFFIXING THE ARM RIDER. Re-RECORD THE MORTGAGE TO ADD ARM RIDER 93042580 **FHA MORTGAGE** STATE FHA CASE NO. 6 STATE OF INDIANA 93007298 This Mortgage ("Security Instrument") is given on NOVEMBER 24, 1992
The Mortgagor is ROBERT J. SKARWECKI AND DIANA L. SKARWECKI, HIS WIFE 4837 BEECH STREET HAMMOND, INDIANA whose address is OFFI (Borrower')) This Security Instrument is given to DEPENDABLE MORTGAGEOCINEment is the property of which is organized and existing under the lews of LSTATE OF THE TRANSPIRED IS TO CERTIFY THAT whose address is 1400 TORRENCE AVENUE THIS IS A TRUE AND EXACT CALUMET CITY, ILLINOIS OF REE ORIGINAL ("Lender"). Borrower owes Lender the principal sum of 0 FORTY THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (U.S.\$ 40,250,00 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, of cand payable on DECEMBER 1, 2022 This Security Instrument secures to Lender: (a) the copyment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 County, Indiana. following described property located in. THE SOUTH 30 FEET OF LOT 52 AND THE NORTH 15 FEET OF LOT 53, IN THE WHITE, OAK AVENUE ADDITION TO THE CITY OF HAMMOND, INDIANA, (THE PLAT OF SAID ADDITION J APPEARING OF RECORD IN PLAT BOOK 16, PAGE 19, IN THE RECORDER'S OFFICE TOP LAKE COUNTY, INDIANA), EXCEPT THE PART HEREOF LYING NORTHEASTERLY OF A LINE WHICH IS PARALLEL WITH AND 12/24/1/10/07 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE INDIANA EAST-WEST TOLL ROAD (A CENTER LINE SURVEY MAPOF IS ON FILE IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA). 36-324-85 PTIN: which has the address of 4837 BEECH STREET HAMMOND, INDIANA [Street] (City) Indiana ("Property Address"); [Zip Code] 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." 1200 1200 BORROWER COVENANTS that Borrower is lawfully seized 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.

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(page 1 of 4 pages)

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on,

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

(c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency of or before the date the item becomes due.

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note:

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance Borrowershall associal improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender. acceptable to, Lender

acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone-the due date of the monthly payments which are refered to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled liketo.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower is and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Travection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the imperity as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change

Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection 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, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. First to any delinquent amounts applied in the order provided in Paragraph 3 and then to propagate of Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

payments; which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an iamount required to pay, all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity. flegally entitled thereto

8. Fees, Hender may collect fees and charges authorized by the Secretary.

9. IGrounds for Acceleration of Debt.

(a) Default, Lender may except as illimited by regulations issued by the Secretary in the case of payment defaults, require immediate payment infull of all sums secured by this Security Instrument if:

(i))Borrower, defaults by failing to pay in full any monthly payment required by this Security. Instrument prior to or on the due date of the next monthly payment, or,

((ii)) Borrower, defaults by failing, for a period of thirty, days sto perform any other obligations contained in this Security, Instrument,

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment insfull of all the sums secured by this Security Instrument if:

(i) Allfor part of the Property for albeneficial interest in a trust owning all or part of the Property is sold or

\*otherwise transferred (other than by devise or descent) by the Borrower, and
(iii) The Property, is not occupied by the purchaser or grantee as his or her principal residence or the purchaser or grantee does to accordance the Property but his or the credit has anot been approved in accordance

with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HJD Secretary. In many circumstances regulations is sued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured., Borrower, agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY (90) DAYS! date hereof, Lender may, attits option and not with standing anything in Paragraph 93 require immediate payment in fullofiall sumsisceured by this Security Instrument! A written statement of any, authorized agent of the Secretary, dated subsequent to NINETY: ((90') IDAYS' from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding

Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance or emittants the Secretary.

10.3 Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because to Borrower's failure to pay an arrount due tunder the Note of this Security Instrument. This fright (applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum, all amounts required to bring Borrower saccount current including to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys feestand expenses properly associated with the foreclosure proceedings. Upon reinstatement of foreclosure proceedings within the shall remain in effect as if Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years, immediately preceding the commencement of a current foreclosure proceedings. (ii) reinstatement will preclude

reinstatement lif: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lient created by this Security Instrument.

11. Borrower, Not Released, Forbearance by Lender, Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by the original Borrower is successor in interest. According against any successor in interest of the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any rightlor remedy, shall not be required to commence proceedings against any successor in interest. Any forbearance by Lender in exercising any rightlor remedy, shall not be alwaiver of or proceedings against any rightlor remedy, shall not be alwaiver of or proceedings against any rightlor remedy. Lender in exercising any rightlor remedy, shall not be alwaiver of or proceedings against any rightlor remedy. Lender in exercising any rightlor remedy, shall not be alwaiver of or proceedings against any rightlor remedy. It is always to be alwaiver of or proceedings and agreements of this Security Instrument shall be interest. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is not signing this Security Instrument or, the Note without that Borrower's interest in the Property under the terms of this Security Instrument or, the Note without that Borrower's consent; Borrower's consent:

113. Notices. Affinotice 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 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 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

14. 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:

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument:

16. Assignment of Rents: Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's lagents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment andinotan assignment for additional scenrity only.

If Lender gives notice of breachito Borrower: (a) allrents received by Borrower shall be held by Borrower as trustee for benefits of Lendersonly, to the applied to the sums secured by the Security-Instrument; (b) bender shall be entitled tocollectional receive alltof the represol the Property; and (e) reach tenant of the Property shall pay all rents due and unpaid to

Azender or Lender's agention Bender Savitten demand to the tenant. Horrower this not executed any julor assignment of the rents and has not and will not perform any set that weekt

sprevent Lenden from expecising its rights under this Paragraph to.

bender shall not be required to enter aponytake control of or maintain the Property before or after groups update the threach to Borrower. Allowever, Lender or a findletally appointed receives may do so in any time three is a breacht. Any application of tents shalling one on waive any default or invalidate any other right or remain of tentor. This assignment Of tents of the Property shall terminate a hearthe debt weatest by the Security Instrument is quittin full.

THUS IS IN Contract when asked the Contract NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9. Lender may foreclose. this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys! fees and costs of title evidence.

- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
  - 19. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider	Graduated Payment Rider Growing Equity Rider
Planned Unit Development Rid	ler. X Other [Specify] FHA ADJUSTABLE RATE RIDER!
BY SIGNING BELOW, Borrower a	accepts and agrees to the terms contained in pages 1 through 4 of this Security Borrower and recorded with it.
Witnesses:	Document J. Shurt (Seal)  Borrower
	(Seal)  ROBERT SKARWECKI  Borrower
	TO THE STREET OF
	OT OF DIANA L. SKARWECKI Borrower
This 1	Document is the property of
th	e Lake County Recorder! (Scal)
	(Seal) Borrower
	DOTTONES
STATE OF INDIANA, LAKE	County ss:
On this 24TH day of	NOVEMBER, 1992, before me, the undersigned, a
Notary Public in and for said County, pers	
SKARWECKI, HIS WIFE	THER'S OF
	, and acknowledged the execution of the foregoing instrument.
Witness we hard and official and	
Witness my hand and official seal.	TEAL SEAL STATE OF THE SEAL ST
My Commission expires: 12-13-93	3 Many S Agust
	KINDERLY & Haut Notary Public
<b></b>	RES. of Lake County
This instrument was prepared by:	1,000 0,000

JENNIFER L. KUNKEL DEPENDABLE MORTGAGE, INC. 1400 TORRENCE AVENUE

CALUMET CITY, ILLINOIS 60409

(page 4 of 4 pages)

## FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 24TH day of NOVEMBER, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

DEPENDABLE MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4837 BEECH STREET HAMMOND, INDIANA 46324

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

## Document is

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

INTEREST, RATE AND MONTHLY PAYMENT CHANGES CORDER!

(A) Change Date

The interest rate may change on the first day of APRIL, 1994
"Change Date" means each date on which the interest rate could change.

and that day of each succeeding year.

19.1

(B) The Index

Beginning: with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Johan Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate to many threver rate by adding a margin of

points (2.00 %) to the current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E)€Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

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## (G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages It and 2 of this Adjustable Rate Rider.

Polist 5 Short (Seal)	Dian J. Shawecki	(Seäl
ROBERT J. SKARWECKI Borrower	DIANA L. SKARWECKI	Borrowe
(Scal)		(Scal

(Scal)

