Mortgage Association.

VA Form 28-8312 (Home Loan) THIS LOAN IS NOT ASSUMABLE WITHOUT Revised December 1975. Use Optional: Section 1410, Title 38 U.B.C. Acceptable to Federal National: OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR-ITS AUTHORIZED AGENT.

INDIANA:

93053389

MORTGAGE

THIS MORTGAGE, made the11th day of	Augi	18t:	. <u>1993:</u>	, between
DANNY WADE GRONENDYKE AND BONNIE				
of the GARY,				he county o
LAKE				•
Suburban Mortgage Co., Inc.				
a corporation organized and existing under the laws of §				
(hereinafter called Mortgagee),				
WITNESSETH: That whereas ≠the Mortgagor is just	ly indebted to the Mortge	aee≋for∝monev horrowe	d in the princ	loal tsum o
Sixty Four Thousand Eight Hundred and 00			•	•
as evidenced by a certain promissory note of even date				
from date at: the rate of Seven and 500/1000				
until paid, the said principal and interest to be payable a				
46410	, or at such other place	as the holder may desk	onate in writing	delivered o
malled to the Mortgagor, in monthly installments of	Printed Pinythis	and 09/100		
Dollars (\$453.09), commercing on the first of				
first day of each month thereafter until the principal and				
entire Indebtedness; evidenced, thereby shall become and	pagable com the listic laycof	der! September	,2(023
NOW, THEREFORE, THIS INDENTURE WITNESSETH:	That the Mortgagor, in co	nsideration⊹of the premis	es, and for:the	e:numose:ó
securing the payment of the money aforesald and interes				* -
mentioned; and also to secure the faithful performance	of all the covenants, condit	ions, stipulations and ag	reements herei	n contained
does by these presents, mortgage and warrant unt			•	
and State of Indiana; to wit:	aln	the county of LAKE		
LOT 3 IN RESUBDIVISION OF LOTS 22 TO	25 JAIR WAR OF LOT	S 27 TO 46 INC.	OHMAN! OA	AKS AS
PER PLAT THEREOF, RECORDED JULY 16,				
RECORDER OF LAKE COUNTY, INDIANA.				
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together with all buildings or improvements now or hereafter thereon, and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversions, remainders, and the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises; and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the

indebtedness herein mentioned:

THE MORTGAGOR FURTHER COVENANTS that:

- 1. He is the owner of said premises in fee simple or such other estate as is stated herein.
- 2. He will pay the indebtedness as provided in said note and this mortgage. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
- 3. He will pay to the Mortgagee, as trustee, (under the terms of this trust as hereinafter stated) together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid:
- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of life and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b): The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall the paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of selding ument is

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default-under this mortgage. At Mortgagee's option; Mortgagor will pay a "late charge" not exceeding Four County Recorder! 4.000%) of any installment when paid more than 15 days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs, and expenses secured thereby.

- 4. If the total of the payments made by the Mortgagor under (a) of paragraph 3 preceding shall exceed the amount of payments actually made by the Mortgage as toustee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee shall be refunded to Mortgagor. If, however, such monthly cayments credit not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 3 hereof, if there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired; the amount their remaining to credit of Mortgagor under (a) of paragraph 3 proceeding as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.
- 5. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 3 hereof and in default thereof the Mortgagee may pay the same; and he will promptly deliver the official receipts therefor to said Mortgagee.
- 6. He will no commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Mortgagor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Mortgagee may make such repairs as may reasonably be deemed necessary for the proper preservation thereof and the sum so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this mortgage.

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- 7. He will continuously maintain hazard insurance, of such types or types and amounts as Mortgages may from time to time require, on the improvements now of hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 3 hereof, he will pay, promptly when due any premiums therefor. In default thereof, the Mortgages may pay, the same. All insurance shall be carried in companies approved by Mortgages and the policies and renewals thereof shall be held by Mortgages and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgages. In event of loss Mortgager will give immediate notice by mail to Mortgages, and Mortgages may make proof of loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgages instead of to? Mortgager and Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgages at its option either to the reduction of the indebtedness hereby secured on to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishments of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 8. In case proceedings to foreclosure this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate provided for in the principal indebtedness, shall become a part of the debt secured by this mortgage and shall be collectible as such.
- 9. Upon the request of the Mortgagee, the Mortgager shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Falling to agree on the maturity, the whole of the sum or sums so advanced, with interest thereon at the rate provided for in the principal indebtedness shall be due and payable thirty. (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 10. If the proceeds of the loan made by the Mangages to the Mongages, the repayment of which is hereby secured, for any part thereof, or any amount paid out or advanced by the Mongages, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part; any prior lies or encumbrance upon said premises above described, or any part thereof, then the Mongages shall be subrogated to any additional security held by the holder of such lies or encumbrance.
- other coverant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said Mortgagee, become immediately payable, and the Mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contains of any subsequent default.
- 12. If proceedings to foreclose this mortgage be instituted, the Mortgagee may apply for the appointment of a receiver is titled has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to the consession of the real estate above described, collect any rental, accrued, or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the Mortgagers. In the event of a default in any of the conditions of this mortgage the Mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage because of a default.
- 13. No sale of the premises hereby mortgaged, no forbearance on the part of the Mortgagee or its assigns, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part, nor shall the full force and effect of this instrument be altered thereby.
- 14. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.
- 15. In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the Mortgagee will be entitled to a deficiency judgment.

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Notice of the exercise of any option granted to the Mortgagee herein; or in the note secured hereby, is not required to be given; All sums payable hereunder shall be without relief from valuation and appraisement laws and with reasonable attorney's fees,

If the indebtedness secured hereby be guaranteed) on insured under Title 38. United States Code, such Title and Regulations issued thereunder and insertection the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants; herein contained shall bind, and the benefits and advantages shall induce to, the respective heirs executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural the singular, the use; of any gender shall include all genders, and the term "Mortgagee" shall include any, payee of the indebtedness hereby secured on any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF; the said	·	et man	nano(s):ano:588(s) (INS	Cay Of
August	,			
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T	his Document	is the prop	perty of	ne nolik
	the Lake Cou	BONNIE L.	GRÖNENDYKE	monger
	ST			
This instrument was prepared by	Leonard Niepokoj	RS OF	of Suburban Mortge	age Co., Inc.
STATE OF INDIANA, COUNTY OF LAKE	5 65:	ZANKU		
Before me, the undersigned,	Patricia L	udington		an official
of LAKE			County of the State of Indian	na, on this11th
day of <u>August</u>	, <u>1993</u> , persona	lly appeared DAN	NY WADE GRONEND	YKE AND BONNIE
L. GRONENDYKE , HUSBAND	AND WIFE		**************************************	
acknowledged the execution of the fore	going mortgage.			
Witness my hand and official sea		ove written.	Ladent	
PATRICIA LUD	THATION	(Signature) Residing in	AKE	County
My commission expires 04-15-94		notary (Official title)		

VA ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 11th day of August , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to Suburban Mortgage Co., Inc.
Its successors and assigns ("Mortgagee") and covering the property described in the instrument and located at: 32217 WEST 40TH AVENUE, GARY, INDIANA 46408 Property Address
Notwithstanding anything to the contrary set forth∈in the∃Instrument; Mortgagee⊬and Mortgagor hereby≭acknowledge and agree≼to the following:
GUARANTY: Should the Department of Veterans Affairs fall or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38: of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.
TRANSFER OF THE PROPERTY: If all or any part of the property or any interest in it is sold or transferred, this loan shall be immediately due; and payable upon transfer ("assumption") of the property securing such loan to any transferred ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1814 of Chapter 37, Title 38, United States Code 11 C 11 15 An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:
(a) ASSUMPTION FUNDING FEE: A fee equal to one half of 1 percent: (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgage of its authorized agent, as trustee for the Secretary of Department of Veterans: Affaits of the essumer fails to pay this toget etche time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall be interest at the rate herein provided, and, at the option of the mortgages of the indebtedness hereby secured or any transferce thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
(b) ASSUMPTION: PFOCESSING: CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing feet may be charged by the mortgages or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the lesser at the maximum established by the Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38 United States Code applies; or any maximum prescribed by applicable State law.
(c) ASSUMPTION INDEMNITY LIABILITY: If the obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran; to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.
IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal on the day and year first hereinbefore written. Witness whereof, the grantor has hereunto set his hand and seal on the day and year first hereinbefore written. Wortgager DANNY WADE GRONENDYKE (SEAL)
Morigagor BONNIE L. GRONENDYKE
Mortgagor (SEAL
Mortgagor (SEAL