Express America Mortgage Corporation To: WOLDIFOR:
P.O. Box 60610.
Phoenix Andrews

Phoenix, AZ 185082=0610

93083184

(Space Aboye This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") list given on

December 1

.4191-93

The mortgagor is Donald Ray Good and Sandra Jane Good, thusband and twife

("Borrower");

This Security Instrument is given to Allied Financial Services of America, Inc.

which is organized and existing

under the laws of the State of Illinois 51 West 80th Place, Merrillville, IN: 46410 and whose address is

("L'ender").

Borrower owes Lender the principaltsum of

forty two thousand one hundred fifty and NO/100ths

Dollars (U.S. \$ 42,150,00 This debit 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 42,150:00 January. 1, 2024 Thathis Society instrument secures to Lendert (a) this repayment of the debitevidenced by, ithe Note, With interest; and all renewals extensions and modifications of the Note to 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 icovenants and agreements under this Security Instrument and the Note. For this purpose; Borrower does thereby, mortgage, grant and convey to Lender the following described property located in Lake Indiana:

See Exhibit "A" attached hereto and made a part hereof.

which has the address of

504 Van Buren Street, Hobart

i[City]}

Indiana

463421 (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, appart 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 selsed of the estate thereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of records Borrower warrants and wills 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 suse and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instruments covering real property.

INDIANA -- Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

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Form 3015:9/90

\*\*UNIFORMS COVENANTS, Borrower and Lender covenant and lagree astfollows:

1. Payment of Principal and Interest; Prepayment and Late Charges: Borrower shall promptly and when due the principal of and interest on the debt evidence dby 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 writent waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note. The Note is paid in full; a signification was a statement with may attain priority over this Security/Instrument, say allen in the Property, it or any account or the control of the Property, it is any (6) yearly leasehold payments or ground rents on the Property, if any; (6) reveally hazard for property, insurance premiums; (a) yearly leasehold payments or ground rents on the Property, if any; (6) reveal yearly lease insurance premiums; fany; (a) yearly leasehold; in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Becrow Items: Lender may, at any time; collect and hold Funds in an amount notification and the procedures Act of 1974) as amended ifrom time too time, 12 U.S.C. \$2601 or seet. (\*RESPAD) tubles another law that applies to the Funds setsya lesser amount. It so, Lender may, at any, time; collect and hold Funds in an amount notific exceed the incurrence of the provisions of current data and reasonable estimates of expenditures of future Escrow Items, contentive the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Iscrow Items, Lender may not charge Borrower, for holding and applying the Funds, annually, analyzing the escrow account, or verifying the Berow. Items, unless Lender, pays Borrower, for the Funds and applicable; as well as may require Borrower, for holding and applying the Funds, annually, analyzing the escrow account, or verifying the Berow. Items, unless Lender, pays Borrower, interest on the Funds,

Uponpayment-infull of allisims secured by his Security Instrument Lender shallaquery on self the Property, Lender, profrostite acquisition or sale-of-the Property, shall apply any Punds helds by Lender at the time of acquisition or sale-of-the Property, and the summary of the security instrument. If provide the summary of the security instrument of the summary of the security instrument. It is a summary to the security instrument of the security instrument of the security instrument of the security instrument. And provides otherwise a large secure and inspired the security instrument and instrument and security in the security instrument and instrument and security instrument of the security instrument. And security instrument of the security instrument and security instrument. And security instrument of the security instrument and instrument and security instrument. And security instrument of the security instrument and security instrument. Security instrument of the security instrument and security instrument of the security instrument of the security instrument of the security instrument of the security instrument. Discover instrument instrument and security instrument. Discover instrument in the security in

attorneys? feest 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 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms to payment, these amounts shall be ar interest from the date of disbursement at the Note rate and shall be payable; with interest, upon notice from Lender to 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 injeffect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect; from any alternate mortgage insurer approved by Lender.

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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 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 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 challen and to Lander.

10. Condemnation. The proceeds of any award or citalm 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 taking, unless Borrower and Lender otherwise agree in writing, the sums secured 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 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 is less than the amount of the sums secured immediately before the taking 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 shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released

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 Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender, and Borrower, subject to the provisions of paragraphic 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of paragraphic 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of paragraphic 17. Borrower's covenants and agreements shall be covered by Borrower, subject to the provisions of paragraphic 17. Borrower who co-signs this Security Instrument but does not execute the Note:

(a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may prepayment to Borrower, prepayment to Borrower, prepayment without any prepayment charge under

payment to Borrower.

If a refund reduces principal, the reduction will be streated 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 another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy Borrower shall be given one contermed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower of the Property or any interests 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, requires immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Security Instrument.

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 called 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.

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

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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by 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 radioactive materials. As 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. to health, safety or environmental protection.

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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. provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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. Waivers 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(es)]. 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. Witnesses: ocument This Document is the property of the Lake County Recorder! Borrower Borrower STATE OF INDIANA. County ss: before me, the undersigned day of 1993 lst and for said County, personally appeared
Donald Ray Good and Sandra Jane Good, HUSBAND AND WIFE , and acknowledged the execution of the foregoing instrum WITNESS my hand and official seal. KAREN M. SMITH NOTARY PUBLIC, STATE OF INDIANA ST. JOSEPH COUNTY My Commission Expires: MY COMMISSION EXP. AUGUST 2, 1997

This instrument was prepared by: or under the supervision

of Peirson & Patterson

Peirson

## Document is NOT OFFICIAL!

situated in Lake coupty, protting state of Indianaty of

Part of Bots 3, and 4, Block 15 Rivers 16 Catter, in the Town of New Chicago, as per plat thereof, recorded in Plat Book 29 page 66. In the office of the Recorder of Lake County, Indiana, described as follows: Beginning at a point on the North line of said Lot 3 and 40 feet East of the Northwest corner thereof, thence East on said North line a distance of 90 feet to the Northeast corner of said Lot 3, Chance South along the East line of Lots 3 and 4 a distance of 87 94 feet to the Northerly line of VanBuren Street, thence South 56 degrees 51 minutes 20 seconds West along the Northerly line of VanBuren Street a distance of 76 93 feet; thence Northwesterly 131 25 feet to the point of beginning. AND ALSO part of 12 5, Block 15, Riverside Estates, in the Town of New Chicago, as a plat thereof, recorded in Plat Book 29 page 55 in the office of the Recorder of Lake County, Indiana, described as Beginning at the Southwest corner of said Lot 5, thence North along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet worth along the West line of said Lot 5 a distance of 87 94 feet more or less to the Southerly, line of said Lot 5 thence South 12 degrees 16 minutes 08 seconds East 78 6 feet more or less to the Southerly, line of said Lot 5 thence South 56 degrees 51 minutes 20 seconds West 20 feet to the point of beginning.

DRG S.Y.G