93086247

WHEN RECORDED MAIL TO:

Fleet Mortgage Corp. 8315 Virginia Street, Suite D Merriliville, Indiana 46410

PMC# 766396

Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 6.

The mortgagor is ARNFINN GRIMSGARD and BARBARA D. GRIMSGARD; HUSBAND AND WIFE ("Borrower"), This Security Instrument is given to FLEET MORTGAGE CORP, which is organized and existing under the laws of THE STATE OF RHODE ISLAND: and whose address is 11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224 ("Lender"), Borrower Owest Lender the principal sum of SIXTY-ONE THOUSAND AND 00/100ths Dollars (U.S.\$61,000.00); This debt is evidenced by Borrower's anote added 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 JANUARY-1, 2009. This Security Instrument secures to Lender: (a) the repayment of the *debt *evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums; with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)) the performance of Borrower's covenants and agreements under this Security Instrument and the Note: For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property. located in LAKE County, Indiana:

LOT 3"AND THE EAST 2 1/2 FEET OF LOT 2, IN THIRD GEO EARLE'S SUBDIVISION, IN THE CITY OF HOBART, AS SHOWN IN PLATIBOOK 6, PAGE

49, LAKE COUNTY, INDIANA. This Document is the property of the Lake County Recorder! which has the address of 1211 EAST CLEVELAND AVENUE.

[City]

Indiana

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 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 little to the Property against all claims and demands, subject to any encumbrances of record,

THIS SECURITY INSTRUMENT combines suniform covenants for inational use and non-uniform covenants with limited: variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

[Street]

[Zip Code]1

46342 ("Property Address

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable, law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as, amended from time to time, 12 U.S.C. \$ 2601 et seq. ("RESPA"); unless another law that applies to the Funds sets a lesser amount: If so; Lender may, at any time; collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applicable law.

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

9/90: (page+1-of 4 pages), ()() Form 3015;

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding, and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-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 thender 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 Lender 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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in fulliof all sums secured by this Security Instrument, Lender shall property, Lender, spilo to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured b

incideby Lender, If, under paragraph/21/ Lender shall/acquire or sell the Property, Lender, priör to the 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 Lender under paragraphs 11 and/2 shall be application of Payments. Unless applicable law, provides otherwise, all payments received by Lender under paragraphs 12 and/2 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.

4. 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, if any. Borrower shall pay them manner, provided in paragraph 2; or if for paid in that manner, Borrower shall pay them not mise directly; Borrower shall/promptly/furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly; Borrower shall/promptly/furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge anyllien which has priority over this Security. Instrument unless Borrower (a) lagrees in writings to other payment of, the obligation secured by the lien in amanner acceptable to Lender; (b); contests in good faith the lien by, or defends against-senforcement of the lien; or (c) secures from the holder of the lien in any agreement satisfactory to Lender subordinating the lients of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lients of the lien and the security. Instrument if Lender may give Borrower anotice identifying the lien. Borrower subordinating the lients of the lients of

paragraph.21 the Property prior to the acquisition shall pass to Criter to the Property prior to the acquisition shall pass to Criter to the Property prior to the acquisition.

'6. (Occupancy, Preservations, 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 skty days after the execution of this Security Instrument and shall continue to occup the Property as Borrower's principal residence within skty days after the execution of this Security Instrument and shall continue to occup the Property as Borrower's principal residence for at least one year after the date-of-occupancy, unless tender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower, account the Property Borrower's principal residence of the Property, allow, the Property to deteriorate, or commit waste on the Property Borrower's security, interest to or proceeding, whether, civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security. Instrument of Lender's security, interest. Borrower may cure such a default and reinstate, asprovided in paragraph 18 Aby causing he action on proceeding to be dismissed with a ruling, that, in Lender's good faith determination, precludes for feitures of the Borrower's interest in the Property or other material impairments of the lien created by this Security. Instrument or Lender's richers in the Property or other material impairments of the lien created by this Security. Instrument or Lender's including, but not limited to sprovide Lender with any, material information) in connection with the loan evidenced by the Note, including, but not limited to sprove the property as a principal residence. If this Security Instrument is on a lease held, Borrower shall be companied to the Property as a

7, L'ender 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 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 L'ender 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 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, 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 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) sprovided 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 awards 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 security in the secur 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. Any balance shall be 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 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 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: 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 diability 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 intexercising 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 paragraph 17: Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security

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, grant 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 of 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 to an charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refundiby reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be resulted as a partial propayment without any prepayment charge under the Note. under the Note:

14. Notices. Any notice to Borrower provided for inhinis 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 of any other address Borrower designates by notice to Lender; Any notice to Lender; shall be given by first class mail to Lender; 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 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 day usuch conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effect.

applicable tlaw, 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

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 im 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 is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its location, require the addate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender in 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 six delivered or mailed within which Borrower must pay all sums secured by this Security. In the security of 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 attorness; fees; and (d) takes such action as Lender may reasonably require to assure that the limited to, reasonable attorness lender is the limited to 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 astif no acceleration had occurred! However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sales of Note; Change of Loan Servicer. The Notes or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous 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.

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 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. Waiver 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
¹□Graduated≀Payment Rider	☐ Plänned Unit Development Rider	☐ Biweekly Payment Rider
□ Balloon Rider	Rate Improvement Rider	☐ Second Home Rider
Other(s):[specify]		
BY. SIGNING BELOW, Borrower and re in any rider(s) executed by Borrower and re	ccepts and agrees to the terms and covenants contain corded, with it.	ned in this Security. Instrument and
Witnesses:	Document is NOT OFFICIAL!	Minster Committee
This	Document is the property and	(Seal):
th	ne Lake County Recorder! Social Security Number	
	BARBARA D. GRIMSGAI	11111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Social Security Number	303-7 6-0720(Seal):
	-Boriower	-Borrower
Social Security Number	Special Security Number	
STATE OF INDIANA, PORTER	- [Space Bellew This Line For Acknowledgment] - County ss:	
On this 134.6th day of De and following personally appeare	d ARNFINN GRIMSGARD and BARBARA D. GRI	helundersigned), a Nôtary. Public in MSGARD, HUSBAND AND WIFE!,
and acknowledged the execution of the fore	No an an I-h)) Mu 1-11 T
My Commission expires: August 13, 19	995 Notary Public	Penny Bruno:
∿ *	PENNYIBRUNO.	ATE OF INDIANA.

This Instrument was prepared by:

MICHAEL J. MONACO, JR. FOR: Fleet Mortgage Corp.
8315 VIRGINIA STREET, SUITE D. MERRILLVILLE, INDIANA 46410

Resident Of Porter County

My Commission Expires August 13, 1995: