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93086876

FIRST AMERICAN TITLE INS. CO: 5265 COMMERCE DR., SUITE 1 CROWN POINT, IN 46307

[Space Above This Line For Recording Date]

		•
1,	MORTGAGE	S
		SA:
THIS MORTGAGE ("Security Instrume	ent") is given on December 15, 1993.	
The mortgagorsis RICHARD J. PASZKO and C. Instrument is given to Chilimet Securities Corporation	IIRISTINE M. PASZKO, husband and wife,	("Bortowell). This Security,
'Instrument is given to Chiumet Securities Corpor	ntion; which is organized and existing under the	laws of the State of Indiana
and whose address is P. O. Box 208, Scherefyille,	IN'46375 (!L'ender!);	
Börröwer owes Lender the principal sum of	ocument is	
Eighty One Thousand Four Hundred and no/100	POPEICIAIA	Dollars (1.5,201,400.00):
This debt is evidenced by Borrower's note dated th	e same date as this Security Instrument ("Note"	which provides for monthly.
payments, with the full debt, if notipaid entiter,	durand paysble or January 2.2024. Office So	curity instrument secures to
Lender: (a) the repayment of the debt evidenced	by the Note? with interest, and allirenewals nex	tensions and modifications of
the Note; (b) the payment of all other sums, with	interest; advanced under paragraph-7/to; protect	t the security of this Security
Instrument; and (c) the performance of Borrower's	s covenants and agreements under this Security	instrument and the Note: For
this purpose, Borrower does hereby mortgage, grandiana:	ant and convey to Lender the following describ	ediproperty located in Lake,
mulana.		
Lot 32, Unit 4, Sandy Ridge Addition to	the Town of Dyer, as recorded in Plat Book 6	2. page 62).
		-, Pu g -1
	100 Arrowhead	·
which has the address of	1042 Arrowshead Drive	
	Dyer, Indiana 46311	
	("Property, Address").	
TOGETHER: WITH all the improvement	singly or hereafter erected on the property and	all easements, appurtenances.
and fixtures now. of hereafter a part of the prop	erty. All replacements and additions shall also	
Instrument. All of the foregoing is referred to in the	this Sceurity Instrument as the "Property."	• • • • •
BORROWER COVENANTS that Borr	ower is jawfully select of the estate hereby co	inveyed and has the right to
mortgage, igrant and convey the Property and that		
warrants and will defend generally the title to the	e Property against air ciaims and demands, sub	ojectito, any encumbrances for
record.		

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

INDIANA--Single--Pannie Mac/Preddie Mac UNIFORM INSTRUMENT

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Borrower's Initials

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

1: Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the deal Evidence Principal 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, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieur 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 alender 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. 2 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets alesser 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 or otherwise in accordance with applicable law.

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 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 that reporting service used by Lender in connection with this loan, unless applicable law provides otherwise, Unless an agreement is made or, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carrings 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 welve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender paragraph 21; Lender shall acquire or sell the Property, Lender, prior 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 by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 sharpes due under the Note.

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, as examined, the property which may attain priority over this Security Instrument, and less hold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner; Berrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all netices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower, shall promptly furnish to render receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over his Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner receptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instruments If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may, give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums.

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Borrower's Initials

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and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument; whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim; then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 11 and 2 or change the amount of the payments; If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower's shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate; or commit waste on the property. Borrower shall be in default if any fortefure action or proceeding, whether civil or criminal, is begun that in Lender's good fulth judgment could result in fortefure of the Property or otherwise materially impair the lien created by this Security Instrument of Londer's security interest; Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be distributed within ruling that in Londer's good fulth determination, precludes forfeiture of the Borrower's interest in the Property or otherwise 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 Notes 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 all the provisions of the lease, If Borrower acquires feetitie to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If. Borrower falls to perform the 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, probate, for condemnation of forfeiture or to enforce laws or regulations); then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lient which has priority over this Security. Instrument, appearing in court, paying reasonable attorneys if cess and entering on the

Property to make repairs. Although Lender may take action under this paragraph 7, L'ender does not have to do so:

Any amounts disbursed by Lender under this patentials become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be interest from the date of disbursement at the Note rate and shall be payable; with interest, upon notice from Lender to Borrower requesting payment.

Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effects from an alternate mortgage insurance previously in effects from an alternate mortgage insurance approved by Lender. It 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 not 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 against becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect; or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10: Condemnation. The proceeds of any award or claim for damages, direct or consequential; in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 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 Waiyer. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower'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's successors in interest. Any forbearance by Lender in exercising any right or remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bosnd; I claused Several Establility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower steepenants 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, for bear of 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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment wi

principal, the reduction will be treated as a partial prepayment will out any prepayment charge under the Note.

143 Notices. Any notice to Borrower provided to the Property Address or any other 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 mult 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 whom 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: law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in its 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, require 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcements 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

Borrower's Initials (1990)

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ifor reinstatement) before sale of the Property, pursuant to any, power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17:

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use; disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence susceptor 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 Londer written notice of any investigation, claim, demand, lawsuit for 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 tremediation of any Hazardous Substance affecting the Property is necessary is provided shall property take all necessary remedial actions in accordance with Environmental Law.

in accordance with Environmental Law the Lake County Recorder!

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 of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formatichyde, 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 consider the acceleration of the sums secured by this Security Instrument; foreclosure by judicial proceeding and site of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to asset 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 intelligible this secured by this Security Instrument without further demand and may, foreclose this Security Instrument by sudicial 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.

Borrower's Initials (Page 5 of 6 pages)

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this Security Instrument; the covenants at	ment: If one or more riders are executed by Bo nd agreements of each such rider shall be incor nts of this Security Instrument as if the ride	porated into and shall amend and
[] Adjustable Rate Rider [] Graduatëd Payment Rider [] Balloon Rider [] Other(s) [specify]	[:] Condominium Rider [:] Planned Unit Development Rider [:] Rate Improvement Rider	[i] 1-4 Family,Rider [i]:Biweekly, Payment Rider [i]:Second Home Rider
BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower	accepts and agrees to the terms and covenants co and recorded withit:	ntained in this Security Instrument
Witnesses:		2
(All and All a	Docume Richard J. Paszko	·Borrower
and wheels a supplier on the constitution of the supplier to t	OT OFFICIALLY	M. Pask (Sal)
	Document is the property soc e Lake County Recorder!	Borrower
C	TAB	-Borrower.
		(Seal)
AND A STATE OF THE	[Space Below Tele Line For Acknowledgement]	Annual parameter and a second
STATE OF INDIANA; Lake	County ss;	
appeared RICHARD J. PASZKO and CHRIS instrument:	er,1993 before mentile undersigned a Notary Fi TINE MAPASZEO foustand and wife, , and acknowledge.	ublic in andifor said County, personally- wiedged the execution of the foregoing
Witness:my hand and official seal. (Official Seal):		
My Commission expires 2516-97	(La Ouer	-, 15
Resident of Take County.	Notary Public 'Corina'	Castel Ramos
THIS INTRUMENT, WAS PREPARED BY:	ROBERT G. JONES, JR., EXECUTIVE VICE(P	RESIDENT
Maria Maria Maria	CALUMET SECURITIES CORPORATION P. O. Box 208; Schererville IN +46375	r
		Form 3015 : 9/90 (päge 6 of 6 pages):
Wasatch Document Systems, Inc.	Borrower's Initials	Annabel plane (Control of Control