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93088289

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE: ("Secu	rity Instrument") is given o	n December 17,1993.	S. E
THIS MORTGAGE; ("Securities Corner address is P. O. Box 201, Schereville	ER and TAMMY S. BAKEI	R. husband and wife. ("Bo	rrower!). This Beckrity Instrument
is given to Calumet Securities Corno	ration which is organized a	ind existing under the laws	of the State of Indiana- and whose
address is P. O. Box 201, Schererville	i, IN 46375 ("L'ender");		S.L. AE.
711		entis	TO TO THE TOP OF THE T
Borrower owes Lender the principal	SCHOOL CARE.		• • • • • • • • • • • • • • • • • • •
Eighty, Thousand and no/100 This debt is evidenced by Borrower's	NOTOFI	TOTATI	Dollari (U.S. \$20,000.08)
This debt is evidenced by Borrower's	note dated the same date as	this Security Instrument!	Note"), which provides for monthly?
payments, with the full debt, if not;	paid carlies; due; and payab	id on January 1, 2009! T	his Security Instrument secures to
Lender: (a) the repayment of the del	ot evidenced by the Note, w	vith interest, and all renews	is, extensions and modifications of
Lender: (a) the repayment of the del the Note; (b) the payment of all other	r sums with interest advan	ord under parantable 7 to	protectithe security of this Security
Instrument; and (c) the performance this purpose, Borrower does hereby.	of Borrower's covenants an	d agreements under this Sec	urity Instrument and the Note. For
this purpose, Borrower does hereby.	mortgage, grant and conve	to Lender the following	escribed property located in Lake.
Indiana:			

Lot 29 and the West; 32 keet of Fot 30 in Ponta Co's St. John Acres, as per plat thereof, recorded in Plat! Book; 26 page 42, in the Office of the Recorder of Lake County, Indiana.

which has the address of

12508 W. 85th Avenue St. John, Indiana 46373 ("Property Address")

TOGETHER WITH all the improvements row or hereafter erected on the property; and all easements, appurtenances, and fixtures now or, hereafter a part of the property. All replacements and additions shall also be covered by this Security. Instrument, All of the foregoing screened to in this Security, instrument as the "Property."

BORROWER. COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property to mercumbered, except for encumbrances of record. Borrower, warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

INDIANA Single Fannie Mac/Freddie Mac; UNIFORM INSTRUMENT

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Porrower's Initials

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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 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 lier 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 lieus 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 Scittement 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 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 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. Lender 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 stell to the Funds was made. The Funds are pieded 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 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 tate charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, exceptents; eterges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasence payments or account rents, if any. Borrower shall pay these obligations in the manner, provided in paragraph 2, or if not paid in the transmer; Borrower shall pay them on time directly to the person owed payment. 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 any lien which has priority over the Security Instrument unless Borrower: (a) agrees in writings to the payment of the obligation secured by the lien in a manner scorptable 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; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. 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.

S. Hazard of 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 of 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 trights 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

Borrower's Initials (Ref. 2 of 6 pages)

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 renair 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. If 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 1 and 2 or change the amount of the payments. If under paragraphs 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 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 it be unreasonably, withheld, or unless extenuating circumstances exist which are beyond Borrower's control Horrower that not cesting damage or impair the Property, allow the Property. to deteriorate, or commit waste on the Property. Borrower shall belin default if any forfeiture action or proceeding, whether civil or criminal; is begun that in Lender's good faith jutigment 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, as provided in paragraph, 18) by causing the action of proceeding to be dismissed with a major that, in tender 1 good faith determination, precludes forfeiture of the Borrower stinterest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, If Borrower acquires fee title 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, fails 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 bankrupicy, probate, for condemnation or, 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 lien which has priority over, this Security Instrument, appearing in court, paying reasonable attorneys fees 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 disburged by Lender under this paragraph 7 these amounts shall bear interest from the date; of disburgerent at the Note standard call by the Note stan

disbursement at the Note rate and shall be payable, with interest, upon ristles from Lender to Borrower requesting payment!

8. Mortgage Insurance. It Lender required mortgage insurance of a condition of making the loan secured by this Security.
Instrument, Borrower shall pay the premiums required to maistain the mortgage insurance interfect. If for any reason, the mortgage insurance coverage required by Lender lapses of ceases to or in effect. Sorrower shall pay the premiums required to obtain coverage. substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of 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) 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 of 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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: Forbearazee 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 liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to commence iproceedings 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 this demand made by the original Borrower; or 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 Assign Hound Doint and Revent Liability: Co-nipners, the covenants and agreements of this Security Instrument shall bind and benefit the successors and tassians 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 Instrument but does not execute the Note: (a) is co-cigning 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, force ar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13, Loan Charge . 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 toan 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 without any prepayment charge under the Note.

14. Notices: Any notice to Borrower provided for the last second instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The reside shall be directed to the Property Address or any other address Borrower designates by myles of Lander Any notice to Lande address Borrower designates by notice to Lender Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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 to rimine 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 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, 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 falls 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

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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;

19. Sale of Note; Change of Loan Servicer. The Note of 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 inviolation 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 Leader withten notice of any investigation, claim, demand, lawsuit or other action by, any governmental or regulatory agency of private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Perrower learns, or is notified by any governmental or regulator 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. the Lake County Recorder.

As used in this paragraph 20,1 "Hazardous Substances" are those substances defined as took or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or took petroleum products, took peticides and herbicides, volatile solvens, materials containing aspectos or formaldebyde, 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 line 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's in acceleration of the sums secured by this Security Instrument, foreclosure by indicial 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 pon-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 the foreclosure secured by this Security Instrument without further demand and may foreclose this Security Instrument by by lighting 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 alliright of valuation and appraisement.

Borrower's Initials Rorm 3015, 9/90 (page 5 of 6 pages):

24: Riders to this Security Limitenanti. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenames 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 hox(em)] [] Adjustable Rate Rider [t] Condominium Rider [] 1:4 Family Rider [] Graduated Payment Rider [1] Planned Unit Development Rider [] Blweekly Payment Rider [] Balloon Rider. [1] 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: OCUMERONALDIA BACER This Document is the property of the Lake County Recorder! (Scal) Borrower. (Scal) Space Below Tolk Marchar Asknowledgement STATE OF INDIANA: La ke Courty is: On this 17th day of De camber 19-93, before me, the undersigned, a Notary Public in and for said County, personally appeared RONALD M. BALER and T. M.Y.S. BALER, but out out wife, and acknowledged the execution of the foregoing instrument. Witness my hand and official meal, (Official Scal) والمتحدثة الملكدور بنتخوري TOWN THE BUILD is the plant destinated of 10-12-96 My Commission expires: Diane Noak County of Residence: Lake THIS INSTRUMENT WAS PREPARED BY: ROBERT G. JONES, JR., EXECUTIVE VICE PRESIDENT CALUMET SECURITIES CORPORATION P. O. Box 208 Schererville IN 46375 Porm 3015 9/90 (page 6 of 6 pages) Wasatch Document Systems, Inc. Borrower's Initials