Ticor-M.O. 183824

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[Space Above This Line For Recording Data]:_

MORTGAĞĒ

	MORTGAGE ("Security Instrument")		
The mortgage	or is <u>FRANK-J GALVIN'II</u>	and ALICE F. GALVIN	and district
HUSBA	ND AND WIFE	(Borrowe	er). This Security instrument is given to:
	A FEDERAL BANK FOR SA		which is organized and existing
under the lay	vs_of <u>THE UNITED STATES</u>	OF-AMERICA	"and whose address is
808-VA	LE PARK ROAD	VALPARAISO:	: INL 46383 ("Lender").
Borrower ow	es-L'ender the principalisum of.	Seventy Three Thousand	and no/100
Dollars: (U.S.	73,000,00); This debtils evidenced by, Bo	TOWE 's note dated the same date as this
Security Instr	umenti ("Note"), which provides for	monthly payments with the full del	bt, it not paid earlier, due and payable
on J <u>anuar</u>	v <u> </u>	ecurity, instrument secures to Lend	der: (a) the repayment of the debt evidenced
by the Note,	with interest and all renewals, exte	nsions and modifications of the N	ote; (b) the payment of all fother sums;
with interest;	advanced under paragraph 7 to pro	otect the security of this Security i	Instrument: and (c) the performance of
Borrower!s_c	ovenants and agreement Sunder this	I Security. In stourient and the Note	For this purpose, Borrower does hereby
mortgage, gra	ant:and/convey.to-Lendersthe-follow	ing described property located in	County Indiana:
	PART OF THE WEST, 1/240	F THE SOUTHEAST 1/4 O	FTHE
	SOUTHWEST 1/41OF1SECT		
	RANGE 7-WEST OF THE 2		
	CITY OF HOBART, LAKE C		
	FOLLOWS: COMMENCING	AT THE SOUTHWEST COP	NERFOF THE
	SOUTHEAST, 1/4 OF THE S	OUTHWEST 1/44OF SAID;	SECTION;
	THENCE NORTH, ALONG 1		
	1/4 OF THE SOUTHWEST		
	THENCE EAST PARALLEL		
	SECTION, 294.33 FEET TO		
	THENCE EAST, PARALLEL	WITH THE SOUTH (LINE) O	OF SAID:
	SECTION, 93.43 FEET, THE		
	WEST LINE OF THE SOUTH	HEAST 1/4 OF THE SOUTH	HWEST 1/4
	OF SAID SECTION, 1451FE	ET THENCE WEST PARA	LLEL, Y
	WITH THE SOUTH LINE OF		
	THENCE SOUTH 1451FEET	TO THE POINT OF BEGIN	NNING.

which ha	s the address of	153 FRASER L'N	HOBART	
	<u>46342i</u>	("Property Address");	THE TAX IS A SECTION OF THE PROPERTY OF THE PR	

TOGETHERIWITH all the improvements now 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 is referred to in this Security instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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 title to the Property against all claims and demands, subject to any encumbrances of record.

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

INDIANA.--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT FORM 3015 9/90 (page 11 of 15)

1700

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") equal to one-twelfth of: (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; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragragh's, 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 accont 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 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 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. 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

If the amount of 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 any 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. If under paragragh 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 effectual time effect as 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 charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and tripositions attributable to the Property which may attain priority over this Security instrument, and leasehold 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, 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 pilotty over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legarity seedings which 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 partief 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 of the improvements now existing or thereafter erected on

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. This 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 unireasonably withheld. If Borrower, falls to maintain coverage described above, Lender's option; obtain coverage to protect Lender's rights in the Property line 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 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 to 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 conomically 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. 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 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 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 consents 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument: or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination; precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest. Börrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lenders (or falled 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 bankruptcy, 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 tilen 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.

'Añy 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 Lender to Borrower requesting payment.

- 8. Mortgage: Insurance.

 Witender 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, lepsed 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 as sum equal to one-twelfth of the year of mortgage insurance overage is not available. Borrower shall pay to Lender each month as sum equal to be inveffect; 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 with any written agreement between Borrower and Lender or applicable law,
- 19: 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.

In the event of 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 in mediately before the taking unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the arcount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured the taking, dylded by (buthe thin market value of the Property immediately before the taking, dylded by (buthe thin market value of the Property in which the fair market value of the Property in which the fair market value of the Property immediately before the taking such as a partial taking of the Property in which the fair market value of the Property 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 falls 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 postspone 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 liability 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 in exercising any right or remedy shall not be a walver 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 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 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 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 the 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. Nötices: 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. 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 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 of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 police 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 realist off; (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power offsale 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses in cured in an agreements; (c) pays all expenses in cured in an agreement; (d) takes such action as Lender may reasonably require to assure that the illen 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 thereby shall remain fully effective as if no acceleration in the case of acceleration under paragraph. 7.
- 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 line 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 on permittithe presence; use, disposal, storage, or release of any Hazardous Substances on or in the Property. Sorrower 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 live significant 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 Environmentali 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 on before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, for closure 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 nonexistence 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 eyidence,

22; Release; Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23: Walver 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)]! 2:4! Family, Rider 'Adjustable:Rate:Rider Condominium Rider Planned Unit Development Rider Graduäted Päyment 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: ce Below This Line for Acknowledginent STATE OF <u> ·IN</u> Documents the property of COUNTY OF LAKE Lake County Recorder! DIANE NOAK a Notary Public in and for said county and state, do hereby certify that FRANK J'GALVIN IIII and ALICE F GALVIN ___ personally appeared before me and its (are) known or proved to me to be the person(s) who being informed of the contents of the foregoing instrument; THEIR: have executed same, and acknowledged said instrument to be free:and:voluntary:act:and deed!and!thati(his, her, their): THEY executed said instrument for the purposes and uses therein set forth. (he, she, they) Witness my hand and official seal this 12/22/9 ·My · Commission · Expires: MY COUNTY OF RESIDENCE: Diane Noak /P/AU/L/A/ ROBERT WIDEMASS

This: Instrument : was! prepared ! by: