9400

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MORTGAGE

State of Indiana

FHA-Case No. 151-4492982

THIS MORTGAGE ("Security Instrument") is given on Decen	nber 17th		. 1993
The mortgagor is <u>Charles O. Lawrence, Jr. and Karen's</u>	St. Lawrence ,hu	sband and wife	
address is-79574Delmar Avenue Hammond Indiana 4			
This Security instrument is given to Trustcorp Mortgage Co			
užilaistka tisui žt Indiana.			
under the laws of Indiana.			
		A6 -2 - 1 - 2 -	:("Lender").
Borrower owes:Lender the principal sum of Forty One Thous	and Eight Hundre	d and 00/100	
repayment of the debt evidenced by the Note, with interest; and repayment of the debt evidenced by the Note, with interest; and repayment of the debt evidenced by the Note, with interest; and repayments, with interest; advanced under paragraph 6 to protect the Borrower's covenants and agreements under this Security Instrument and convey to Lender, the following described property locator 7 in Beverly Fourth Addition in the City of the 1950 in Plati Book 28 Page 84 In the Office of the This Document is the Lake Cour	ill renewals, extensions in security of this Security of this Security of this Security take 1	and modifications; (b): the curity. Instrument; and (c) this purpose, Borrower d Count at thereof, recorde at County, Indiana,	e påyment of all-other))*the*performance of loes hereby·mortgage.
	(reat)	1 Ianii ond	[City],
TÖGETHER WITH allithe improvements now or hereatter ere royalties, mineral; oil and gas rights and profits, water rights are replacements and additions; shall also be covered by this see	d stock and all fixtures	now#or hereafter#a pa	rt of the property. All
instrument as the Property".		veregenig iv foldite	

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generally, the tittle to the Property against all claims and demands, subject to any encumbrances of records

BORROWER COVENANTS that Borrower is lawfully seized 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

:F5832,LMG (7/92)

1400 cm

- 1. Paymentrof Principal; Interest and Later Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2: Monthly Payments of Taxes, Insurance and Other. Charges. Borrower shall include in each monthly payments together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property; (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a); (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amounts for each item shall be accumulated by Lender within a period endings one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to the payments when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or creditathe excess over one-sixth of the estimated payments or creditathe excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item, when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item the decomes due.

As used in this Security instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee in any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note:

if Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, Immediately prior to a foreclosure sale of the Property or its accursition by Lender Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3: Application of Paymants, All payments under paragraphs and 2 shall be applied by Lender as follows:

First, to the morigage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly morigage insurance premium;

Second, totany taxes, special assessments described payments or ground cents; and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note:

Fifth, to late charges due under the Note:

4. Fire, Flood and Other Hazardtinsurance. Borrower shall insure all improvements on the Property, whether now intextstence or subsequently erected, against any hazards, casualties, and contingencies, including fire for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in layor of and in a form acceptable to, Lender.

In the eventrol loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph. 3, and then to prepayment of principal or collected restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph. 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

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- 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless; extenuating circumstances exist which are beyond Borrower's control. Borrower shalls notify Lenders of any extenuating circumstances, Borrower shall not commit waster or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted, Lender may inspect the Property lift the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default it 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 connections 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property, Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraphi 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affects Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower falls to make these payments or the payments required by Paragraph 2, or falls to perform any other 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, for-condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender-under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

- 7. Condemnation. The proceeds of any award or claims for damages, directs or consequential; in connection with any condemnation or other-taking of any part of the Property or for conveyance in place of condemnation, are hereby, assigned and shall be spaid to Lender to the extent of the stull amount of the indebtedness that remains unpaid under the Note and this Security instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security. Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of sprincipal. Any application of the sproceeds to the principal shall not extend or postpone the duo date of the monthly payments, which are referred to in Paragraph 2, or schange, the amount of such payments. Any excass proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
 - 81. Fees, Lender may collect lives and charges authorized by the Secretary.
 - 9. Grounds, for Acceleration of Debtument is the property of
 - (a) TDefault. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require simmediate payment in full of all sums section by this Security Instrument if
 - (I) Borrower defaults: by: falling to pay in (full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security instrument!
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the borrower, and
 - (iii) in The Property is not occupied by the purchaser of grantee as his or her principal residence or the purchaser or grantee does so occupy the Property but his or the gradit has not been approved in accordance with the requirements of the Secretary:
 - (c) No. Waiver. If circumstances occur the would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its dants with respect to subsequent events.
 - (d) Regulations of HUD Secretary. In many chainstences regulations issued by the Secretary-will limit*Lender's rights, in the case of payment defaults, to require introducts payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Acts within 90 days from the date hereof. Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security instrument and the Note secured thereby, shall be seemed conclusive proof of such ineligibility. Notwith standing the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to: L'ender's failure to remit a mortgage insurance premium to the Secretary.

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- .10. Reinstätement. Borrower- has a right to be reinstated; if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure sproceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a tump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument; foreclosure costs and reasonable and customary attorneys! fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security instrument and the obligations that it/secures shall remain in effect as if Lender had⊧not required immediate ∍payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the ipriority of the lien created by this Security Instrument.
- 11. Borrower Not: Réleased; Forbearance By Lender Not: a Waiver, Extension of the time of payment of -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 successor 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 waiver of or preclude the exercise of any rightror 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 L'ender and Borrower, subject to the provisions of Paragraph 9.b. 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. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any 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.
- 14. Governing Law; Severability, Trils Security Instrument shall be governed by Federal Haw and the flaw of the jurisdiction in which the Property is tiocated; 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 crid the provisions of this Security instrument and the Note are declared to be severable.
 - 15, Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents, Borrower sunconditionally essigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby-directs each tenant of the Property to pay the rents to Lender's agents: However, prior to Lender's notice to Borrower of Borrower's threach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security_only.

If Lender-gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property stall pay all roots due and unpaid to Lenders agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rolls and has not and will not perform any act that would prevent Lender. from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower, However, Lenders or a judicially appointed received new time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM! COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure, If Lender requires immediate payment in full under paragraph 9. Lender may foreclose this Security Instrument by Judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to reasonable attorneys' fees and costs of title evidence.

Condominium Rider Planned Unit Development Rid	F Graduated Payment Growing Equity Rider	Other(s) [Specify]
√BY/SIGNING BELOW, *Borrower acc y Börrower and recorded with it.	epts änd∗agrees∃o the terms contain	ed in this Security Instrument and in any rider(s) executed
/itnesses:	Borgower	Charles Q. Vawrence, Jr. (Seal)
	Borrawer	(Seal) (Karen S. Lawrence)
	Bondine	INATER S.: Lawrence
	Document	15
	N GEPUCE BOTON THIS LINE FOR ACKNO	wiedgement)
STATEFOF-Indiana COUNTY OF Lake	is Document is the p the Lake County Re	
The foregoing instrument was acknown Charles O. Lawrence, Jr. an		day of December 1993i
Witness my hand and official seal.		
	Diog R 93 Note	ary Public Alana R Wagela
My: commission expires:	JE TO Res	iding in <u>Lake</u> Gount
7.23.9	his instrument was prepared by: Je	hn P.₃Dunbar
7.23.9	his instrument was prepared by: Go	
	This instrument was prepared by: Se Vision 10	hn P.₃Dunbar, se⊺President

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