

M 60084

MAIL TO:

APX MORTGAGE SERVICES, INC.  
1585 NORTH RAND ROAD  
PALATINE, ILLINOIS 60067  
Jean Hulak

94024665

(Space above this line for recording data)

MORTGAGE

ACCOUNT NO. \_\_\_\_\_

10 THIS MORTGAGE is given on March 25, 19 94. The mortgagors are Phillip E. Stewart Jr. and Mollie L. Stewart, Husband and wife ("Borrower"). This Mortgage is given to APX MORTGAGE SERVICES, INC. organized and existing under the laws of Illinois and whose address is 1585 North Rand Road, Palatine, Illinois 60067 ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the principal sum of THIRTY-ONE THOUSAND AND NO/100 Dollars (U.S. \$ 31,000.00), which amount constitutes the Maximum amount of unpaid loan indebtedness, exclusive of Agreement dated the same date as this Mortgage ("Agreement"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Agreement. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions, and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage; (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement; and (d) the unpaid balances of loan advances made after this Mortgage is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in LAKE County, Indiana; which has the address of 1342 WEST 95TH COURT, CROWN POINT, Indiana 46307 ("Property Address"); (Zip Code)

TOGETHER WITH 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 Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and any other fees or charges due under the Agreement or the Mortgage. The Agreement provides for changes in the interest rate and the monthly payments, which rate or payments or both may vary according to the terms of the Agreement.

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance, and other yearly charges imposed upon the Property.

3. **Mortgage Securing Present and Future Indebtedness.** Borrower is granting this Mortgage pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing the Indebtedness that may now be existing and/or that may arise in the future under the Agreement, as provided herein, with the preferences and

Chicago Title Insurance Company

STATE OF INDIANA  
FILED

2/10/94

priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting of this Mortgage or the purpose(s) for which the Indebtedness may be requested or extended.

**4. Charges and Liens.** Borrower shall pay promptly when due all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage; all premiums for hazard or property insurance covering the Property; and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing such payments.

Except for a Permitted Lien, Borrower shall promptly discharge any lien which has priority over this Mortgage 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, 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 Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, other than a Permitted Lien, 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.

As used in this paragraph 4, "Permitted Lien" means (a) any existing mortgage on the Property as of the date of this Mortgage that has been disclosed in writing to Lender, to the extent that the amount secured by such mortgage does not exceed the amount so disclosed, and (b) any liens, claims, and restrictions of record, other than mortgage liens, that do not individually or collectively have a material adverse impact upon Lender's security, the value of the Property, or the Property's current use.

**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 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. Subject to the terms of any Superior Mortgage (as such term is defined in paragraph 8), 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 by Borrower.

Unless Lender and Borrower otherwise agree in writing, and subject to the terms of any Superior Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, if Lender determines that 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, then, subject to the terms of any Superior Mortgage, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any



excess paid to Borrower. Subject to the terms of any Superior Mortgage, if any proceeds remain after restoration or repair of the Property is completed, such proceeds shall be applied to the sums secured by this Mortgage, 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, subject to the terms of any Superior Mortgage, Lender may settle, dispute or compromise any claim and collect the insurance proceeds. Subject to the terms of any Superior Mortgage, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, 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 paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, then, subject to the terms of any Superior Mortgage, Borrower's right to any insurance policies and proceeds resulting from damage to the Property shall pass to Lender to the extent of the sums secured by this Mortgage.

**6. Preservation, Maintenance, and Protection of the Property; Leaseholds; Borrower's Loan Application.** Borrower shall not: destroy, damage, or impair the Property; allow the Property to deteriorate; or commit waste on the Property. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of Borrower's interest in the Property or other material impairment of the lien created by this Mortgage 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 Agreement.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, any Superior Mortgage, or the Agreement, 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: appearing in court; paying taxes, assessments, charges, fines, impositions, and premiums for insurance; curing any defaults and performing any or all of Borrower's obligations under any Superior Mortgage; and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Borrower agrees to reimburse Lender, upon demand, for any amounts Lender disburses or advances in taking any action allowed by this paragraph 7. If Borrower fails to pay the full sum upon demand, Borrower authorizes Lender to "advance" the amount necessary to reimburse Lender for any amounts disbursed or any costs Lender incurs, which "advance" will be charged against Borrower's Credit line under the Agreement as if Borrower had written a credit line check for such amount.

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

9. **Condemnation.** Subject to the terms of any Superior Mortgage, 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. Borrower shall give notice to Lender of any threatened condemnation and sign all documents required to carry out this Paragraph 9. No condemnation settlement may be made without Lender's prior approval, which approval shall not be unreasonably withheld.

In the event of such taking or conveyance of the Property, subject to the terms of any Superior Mortgage, the proceeds shall be applied to the sums secured by this Mortgage in the manner of priority set forth in Section 8(d) of the Agreement, whether or not then due, with any excess paid to Borrower.

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 settle, adjust or compromise any award or claim for damages and to collect and apply the proceeds, at its option, but subject to the terms of any Superior Mortgage, either to restoration or repair of the Property or to the sums secured by this Mortgage, 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 paragraph 1 or change the amount of such payments.

10. **Borrower Not Released.** Lender's decision to grant to any successor in interest of Borrower either: (a) an extension of the time for payment; (b) a modification of the amortization of the sums secured by this Mortgage; or (c) any other modification of the Agreement and/or this Mortgage; shall not operate to release the Borrower or Borrower's other successors in interest from liability under the Agreement and this Mortgage. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage or otherwise modify this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. **Successors and Assigns Bound; Solidary Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage and to release all homestead, appraisement, valuation, redemption, reinstatement, stay, extension, exemption, and moratorium laws now existing or hereafter enacted and to waive any right to have the Property marshalled upon foreclosure; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear, or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

12. **Transfer of the Property.** If without Lender's prior written consent, all or any part of the Property or any interest in it is sold or transferred or Borrower fails to occupy the Property,



Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If without Lender's prior written consent, all or any part of the Property or any interest in it is sold or transferred or Borrower fails to occupy the Property, 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. Nor will this option be exercised when the transfer or sale is (1) to Borrower's spouse as a result of Borrower's death and Borrower's spouse is also obligated under the Agreement and Security Instrument; (2) to Borrower's spouse where Borrower's spouse becomes a co-owner of the Property; (3) to Borrower's spouse as a result of a decree of dissolution of marriage, a legal separation Agreement or from an incidental property settlement Agreement which requires Borrower to continue to make loan payments; (4) into an inter vivos trust in which Borrower is a beneficiary; or (5) such that the property is made subject to a junior encumbrance or lien."

**13. Nature of the Property.** Borrower represents that the Property is improved by a structure or structures containing in the aggregate no more than one or two residential units with separate cooking facilities.

**14. Loan Charges.** If the loan secured by this Mortgage 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 Agreement 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 Agreement.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Mortgage) 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 Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 26 below 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.

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

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

by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower agrees to indemnify, defend, and hold Lender harmless from and against any loss, cost or liability to Lender (including without limitation, attorneys', engineers' and other professionals' and consultants' fees) incurred by Lender as a result of such present or future use, handling, storage, transportation, or disposal or accidental spillage of Hazardous Substances upon the Property.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws, rules and ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

**17. Lender's Remedies.** Lender may terminate the Agreement and demand immediate payment in full of the entire balance owing under the Agreement and this Mortgage in a single lump sum payment if Borrower is in default due to the occurrence of any of the events of default provided in the "OUR RIGHT TO TERMINATE THE AGREEMENT AND DEMAND IMMEDIATE PAYMENT IN FULL" provision of the Agreement. Lender may make such demand without making any further demand for payment. If Lender demands immediate payment in full, Lender may proceed to take all appropriate steps to collect the amount owed to Lender, including, with out limitation, bringing a lawsuit to foreclose upon and sell the Property. In any lawsuit for foreclosure and sale, Lender will have the right to collect, unless prohibited by law, all fees and charges incurred in the collection process.

If Borrower defaults on any "material obligation," as that term is defined in the "MATERIAL OBLIGATIONS" provision of the Agreement, Lender, in addition to pursuing such other remedies as may be permitted by law this Mortgage, or the Agreement, may exercise its option to prohibit Borrower from obtaining additional advances or to reduce Borrower's credit limit, as further described in the Agreement.

Notwithstanding any language in this Mortgage to the contrary, Lender shall provide Borrower with any grace period, right to cure, and/or reinstatement right required by this Mortgage, the Agreement, and/or applicable law.

Lender may exercise all of the rights and remedies provided by this Mortgage, the Agreement, or applicable law, and any of these rights and remedies may be exercised individually or jointly, one or more times.

Lender may waive or delay enforcing any or all of Lender's rights under the Agreement or this Mortgage or other documents at any time without limiting, restricting, or precluding Lender's exercise of any or all of Lender's rights in the future. All waivers must be in writing and signed by Lender and they shall apply only to the extent and with respect to the event specified in the writing. No waiver of any right by Lender under the Agreement or this Mortgage shall affect the lien or priority of this Mortgage.

**18. Lender's Right to Rental Payments and to Take Possession of the Property.** If Lender requires immediate payment in full or if Borrower abandons the Property, then Lender, persons authorized by Lender, or a receiver ("Receiver") appointed by a court at



Lender's request may (a) collect rental payments, including overdue rental payments, directly from the tenants at the Property, if any; (b) enter on and take possession of the Property; (c) manage the Property; and (d) sign, cancel, and change leases, if any. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this paragraph 18, Borrower agrees that the tenants may make those rental payments to Lender without having to ask whether Borrower failed to keep Borrower's covenants and agreements under this Mortgage.

If there is a judgement for Lender in a lawsuit for foreclosure and sale, Borrower shall pay to Lender reasonable rent from the date the judgement is entered for so long as Borrower occupies the Property. However, this does not give Borrower the right to occupy the Property.

All rental payments collected by Lender or by any Receiver, other than the rent paid by Borrower under this paragraph 18, shall be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part shall be used to reduce the sums owed to Lender under the Agreement and this Mortgage. The costs of managing the Property may include the Receiver's fees and the cost of any necessary bonds.

**19. Cancellation of This Mortgage.** When the Agreement is terminated, either at the time the loan matures or earlier if Lender or Borrower terminates the Agreement before the end of the "Draw Period" (as defined in the Agreement), and provided that Lender has been paid all amounts due under the Agreement and this Mortgage, the Lender shall discharge and release this Mortgage by delivering and presenting for recording a certificate stating that this Mortgage has been released and satisfied.

**20. Subordination of This Mortgage.** The lien of this Mortgage shall be subject and subordinate only to the lien of the Superior Mortgage, if any. Notwithstanding anything to the contrary contained in this Mortgage, this Mortgage shall not be subordinate to any increase or extensions of any indebtedness due under the Superior Mortgage that are made without the prior written consent of the Lender.

Borrower covenants, represents, and warrants that (a) the Superior Mortgage is in full force and effect, (b) Borrower will comply with all terms of the Superior Mortgage and all other accompanying documents, if any, and (c) all amounts payable in accordance with the Superior Mortgage have been and will continue to be paid when due according to the provisions contained in the Superior Mortgage.

Borrower promises to promptly deliver to Lender a copy of each notice of default and all other notices received by Borrower in connection with the Superior Mortgage and provide Lender with any additional information that Lender may reasonably require concerning Borrower's observance of the provisions of the Superior Mortgage and any other documents executed in connection with the Superior Mortgage.

Borrower appoints Lender as its attorney in fact to perform any or all of Borrower's obligations under the Superior Mortgage which Lender deems necessary to prevent or cure any default by Borrower under the Superior Mortgage. Borrower shall, within five days after written request is made by Lender (or any person designated by Lender), send to Lender any documents which are necessary to complete this interest or as may be reasonably required by Lender.

Lender may rely on any notice of default by the holder of the Superior Mortgage ("Superior Lender") to Borrower under the Superior Mortgage, and may take any reasonable action necessary

even though Borrower denies that a default under the Superior Mortgage exists.

If Borrower does not comply with this Paragraph 20 becomes in default under the Superior Mortgage, then, in addition to any other available remedies, Lender may cure such defaults and Lender shall be subrogated to the rights of the Superior Lender against Borrower and the Property. This means that if Lender performs for Borrower any of Borrower's obligations under the Superior Mortgage, then Lender will have the same rights against Borrower regarding such default as the Superior Lender would have against Borrower regarding such default. However, this will be in addition to all other rights and remedies that Lender would have under the Agreement and this Mortgage regarding such default. Although Lender may take action under the conditions described in this paragraph, Lender does not have to do so.

Borrower agrees to deliver to Lender at the address and in the manner stated in Paragraph 26 copies of notices of default and/or sale and foreclosure that are received by Borrower in connection with the Superior Mortgage.

**21. Time of Essence.** Time is of the essence in this Mortgage.

**22. Actual Knowledge.** For purposes of the Agreement and this Mortgage, Lender shall not be deemed to have actual knowledge of any fact until it actually receives notice as set forth in paragraph 26. The date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or its agent.

**23. Captions; Gender, Etc.** The headings in this Mortgage are not to be used to interpret or define its provisions. In this Mortgage, the masculine gender includes the feminine and/or neuter, singular numbers include the plurals, and plurals include the singular.

**24. Waiver of Statutory Rights.** To the extent permitted by law, for himself and his successors and assigns, Borrower hereby waives any homestead, appraisalment, valuation, redemption, reinstatement, stay extension, exception, and moratorium laws now existing or hereafter enacted and any right to have the Property marshalled upon foreclosure. Borrower further agrees that any court having jurisdiction may order the Property sold as an entirety.

**25. Modifications.** This Mortgage may not be changed except by an instrument in writing signed by Borrower and Lender.

**26. Notices.** Any notice to Borrower provided for in this Mortgage 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 registered or certified mail (return receipt requested) to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**27. Governing Law; Severability.** This Mortgage shall be governed by Indiana law and where applicable federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.



28. **Borrower's Copy.** Borrower shall be given one conformed copy of the Agreement and this Mortgage.

29. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es).]

Condominium Rider       2-6 Family Rider  
 Planned Unit             Others (specify)  
 Development Rider

30. **RIGHT OF CANCELLATION. DEFAULT IN THE PAYMENT OF THIS MORTGAGE MAY RESULT IN THE LOSS OF THE PROPERTY. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS MORTGAGE. IF YOU HAVE THIS RIGHT, THE LENDER IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

(Names of persons executing, witnessing, and acknowledging instruments must be legibly typewritten, printed or stamped immediately beneath signature.)

Witnesses:

\_\_\_\_\_  
Phillip E. Stewart, Jr.  
Borrower Phillip E. Stewart, Jr.

\_\_\_\_\_  
Social Security No. 315-72-5716

\_\_\_\_\_  
Mollie L. Stewart  
Borrower Mollie L. Stewart

\_\_\_\_\_  
Social Security No. 304-80-6335

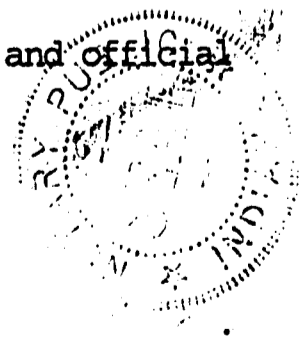
STATE OF INDIANA )  
COUNTY OF Lake )

On this 25<sup>th</sup> day of March 1994, before me, a Notary Public in and for said County and State, personally appeared Phillip E. Stewart, Jr. and Mollie L. Stewart, Husband and Wife, the individual(s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle R. Meier (Seal)  
Notary Public

Michelle R. Meier  
Resident: Porter Co. Indiana  
My Commission expires: 5-25-97  
This instrument was prepared by Jean Hulak



**LEGAL DESCRIPTION RIDER**

**Document is  
NOT OFFICIAL!**

**This Document is the property of**

**LOT 38, STRATFORD ESTATES UNIT 3, IN THE CITY OF CROWN POINT, AS SHOWN  
IN PLAT BOOK 71, PAGE 59, IN LAKE COUNTY, INDIANA.**

**STOP**

