Engineers Co

WHEN RECORDED MARL TO: COUNTRYHIDE FUNDING: CORPORATION P.O. BOX 7024 PASADENA, CALIFORNIA 01/00:8974

LOAN'#:

9305622

ESCROW/CLOSING #: 0474300

Prepared; by : + J. GRADL

SPACE ABOVE FOR RECORDERS USE

94030903

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 20, 1994! MARIE A. WILSON , DIVORCED & NOT SINCE REMARRIED

The marigagor is

IIPR

("Borrower"), This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION

which is organized and existing under the laws of NEW YORK' address is 155 NORTH LAKE AVENUE PASADENA, CA 911094

. and/whose

SEVENTY ONE THOUSAND TWO HUNDRED FLETY and: 00/100 Dollars (U.S. \$) 7.1250.00

("Lender"). Borrower ower Lender the principal sum of

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 earlier, due and payable on May 1, 2024 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest; and all renewals; extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Horrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Indiana: LAKE

THE CONDOMINIUM UNIT 2541 HARVEST DRIVE, SCHERERVILLE, INDIANA, INCORPORT CONDOMINIUMS, AS SET FORTH IN DECLARATION OF HORIZONTAL PROPERTY REGIME RECORDED MAY 7, 1985 AS DOCUMENT NUMBERS 802041 AND 802042, AND AS AMENDED BY DOCUMENT NUMBERS 824860 AND 824861 RECORDED DETOBER 17., 1986: AND AS ANENDED BY DOCUMENT NUMBERS 851542 AND 851543 RECORDED APRIL 29. 1986, AND AS AMENDED, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, TOGETHER WITH THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

P.I.N. 13-395-7

which has the address of 2541 HARVEST LANE , CROWN POINT Indiana -46307-("Property Address");

(Surcet, City),

[Zip Code]

Page 1 of 6)

INDIANA - Single Family - Fermie Mac/Freddie Mac UNIFORM INSTRUMENT

GFC (3/93)

VMP MORTGAGE FORMS - (313)283-8100 (800)521-7291





(FOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and) fixtures now or hereafter appart 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 scised of the catate 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 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 tota writtent 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 allien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly floodlinsurance 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 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 four may require for Borrower's escrow account under the federall Real Estate Settlement, Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leaser 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 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 carnings 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, and annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable taw, 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. Horrower 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 paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received hy 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 impositions attributable to the Property, which may attain priority over this Security Instrument, and teasehold 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 Londer all notices of amounts to be paid under this paragraph; If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority 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; 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.

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CFC (8/93)

Pàge 2 of 6

Form 3015, 9/90 Ińkielė: 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 withhold: If Borrower fails to maintain coverage described above, Lender may, at Lender's option; obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums 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 Londer and Borrower otherwise agree intwriting, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londer'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 atims secured by this Security Instrument, whether on not then due, with any excess paldito 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 claims 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 postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If funder 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; Burrower'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-stiall not be unreasonably withheld; or unless extenuating circumstances exist which are beyond Borrower's control, Burrower shall not destroy; damage on impair the Property; allow the Property to detectorate, or commit waste on the Property. Borrower shall be in default if anyt 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 Security Instrument or Lender's security, interest: Borrower may, cure such as 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, procludes forfeiture of the Borrower's interest in the Property or other material limpairment of the lical 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 whill 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 payfor 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 Londer may, take action under this paragraph/7; Liender does not have to do so.

Any 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 be ar 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. If Lender 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 lapses 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 shalltpay 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 rotain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3015 9/90.

payments may not longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender 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 connections with any condemnation or other taking of any part of the Property, or for conveyance indicated condemnation, are hereby assigned and shall be paid to Londer.

In the event of a mtall 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, divided by, (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments:

- II, Borrower Not Released; Forbearance By Lender Not a Waiver. 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 extenditime 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 proclude 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 Londer 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 tender 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 whichings maximum bantcharges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. 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 mother method? The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Borrower hall 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 Bender when given as provided in this paragraph.
- 15. Governing Eaws 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 provisions 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.

initials:

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 on Borrower is sold or transferred on Borrower is sold or transferred and Borrower is natural person) without L'ender's prior written consent, Londer may, at its option, require immediate payment in full of all sums secured by this Security. Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument

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

18. Borrower's Right to Reinstate. If Borrower meets contain 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 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 atterneys' fees; and (d) takes such action as Bender, 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, and the obligations secured 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 rematate shall not apply in the case of acceleration under paragraph 17,

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result into 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 mame and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall mot 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 residentialluses 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 Environmentalities of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any amoval or other remediation of any Hazardous Substance affecting the Property is necessary; Borrower shallipromptly take all

necessary remedial notions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as textic or hazardous substances by Environmental Law and the following substances: gusoline, kerosone, other flammable or textic petroleum products; textic pesticides and herbickles, volatile solvents, materials containing assesses 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 related 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 care the default; (c), a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d), that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to relastate after acceleration and the right to assertlin the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreciosure. If the default is not cured ontor 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 remedics provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs ofititle evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any preparation costs permitted under state law.

23: Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

Form 3015 9/90

Adjustable Rate Rider(s) Graduated Payment Rider Balloon Rider V.A. Rider	Condominium Rider Planned Unit Development Rider Rute Improvement Rider Other(s) [specify]	1'4'Family Rider, Biweekly Payment Rider Second Home Rider
ry rider(s) exocuted by Borrower and	r accepts and agrees to the terms and covenants	contained in this Security Instrument and i
litnosses:	NOT OF What U	Willer (Scal
T	is Document is MARIE A. WILL	
The state of the s	the Lake County Record	er!
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		-Вотомо
	(8,1)	(Cont
	-Borrower	-Borrowe
rate of Indiana, Lake	C	ounty se:
On this 20th day of	April April 1994	, before me, the undersigned; a Notary. Publ
and for said County, personally app		
20011		
and for said County, personally appropriate A. Wilson		d the execution of the foregoing instrument
and for said County, personally appearie A. Wilson WHINESS my hand and official se		P. C.
and for said County, personally appearance A. Wilson		the execution of the foregoing instrument

WHEN RECORDED MAIL TO:
COUNTRYNIDE FUNDING CORPORATION
P.O. BOX 7024
PASADENA, CALIFORNIA 91109-8974

CFC (06/93)

LOAN #: 9305622

ESCROWICLOSING #: 0474300

Prepared by: Jr GRADL

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20 day of Aprility is 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trustion Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower"), to secure Borrower's Note to COUNTRYWIDE FUNDING CORPORATION!

(the "Lender");

of the same date and covering the Property described in the Security Instrument and located at: 2541 HARVEST LANE CROWN POINT, IN 46307-

Property Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium: project known as: OAKCREST

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity, which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders; the Property also includes Borrower's interest in the Owners Association and the uses; proceeds and benefits of Borrower's interest.

MULTISTATE CONDOMINIUM:RIDER - Single Family - Fannie Mas/Freddie Mac UNIFORM INSTRUMENT.

Page 1 of 3

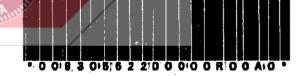
VMF MORTGAGE FORMS - (600)521-7291*

Form 3140,9/90





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LOAN #: 9305622

CONDOMINIUM/COVENANTS. In additions to the covenants and agreements made in the Security.

Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other documents which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all'dues and assessments imposed pursuant to the Constituent Documents.

B. Hauard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under-Uniformi Covenant 5.40 maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in the of restoration or repeir following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby, assigned and shall be paid to Lander for application to the sums secured by the Security Instrument, with any, excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount; and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages; direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whicher of the unit or of the common elements, or for any conveyance in the of condemnation, are hereby assigned and stiall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project; except for abandonment or termination required by law in the case of substantial destruction by, fire or other casualty, or in the case of a taking by condemnation or emiscut domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of solf-management of the Owners.

Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

-B:(0209) CFC (06/93)

Page 2 of 2

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LOAN #: 9305622

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts distursed by Lender under this paragraph F shall become additional debt of Borrower accured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of distursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

