First Union Hose Equity Sank
9347 Broadway, Sco.
Korr Livillo, 18 - 18410

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THIS MORTGAGE is made 08/25/1995 , between the Mortgagor, Alphonso Rogers & Jacqueline Rays Rogers (herein "Borrower"), whose address is 246 E. 52nd Ave. Gary IN 46409 and the Mortgagee, First Union Home Equity Bank, M.A., a national banking association organized and existing under the laws of the United States of America whose address is		
of all other sums	er the repayment of the indebtedness evidenced by the Note, with interest thereon, advanced in accordance herewith to professional newspapers of Paragraph and Paragraphs a	otect the security of this Montgage; and
	f the covenants and agreements of Borrower herein contained, Boder the following described property located in the County of	
	Lot 11 in Block "A Tin Headowland Hanor Unitallo, in the of Gary, as per plat thereof, recorded in Plat Book 31 page in the office of the Recorder of Lake County, Indiana. ! This Document is the property	91, 6
	the Lake County Recorder!	<u>u</u>
	E LIDER'S OR	STATE OF LAKE CO. FILED FO.3 I

(herein "Property Address"):

which has the address of

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

52nd Ave. Gary IN

246 E.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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UMINORNE COVERNMEN. Sorrover and Lender coverent and agree as follows:

RELIGIOUS BUTTONS FOR FOR THE STATE OF LEAST A LEAST A STATE OF THE CONTRACT WAS RECOVERED TO MEMORIES BUTTONS 1. Reymont of Principal and Interest: Sorrever shall promptly poy when due the principal and interest indebtods evidenced by the Hote and inte charges as provided in the Hote, all without relief frem valuation and approlament laws. This Hortgage secures payment of said Hota according to its terms, which are incorporated herein by reference. e angle the room of th egy not the incomment in still d

- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by London under the Note and paragraph I hereof shall be applied by Lender first to interest due on the Note, second to the grincipal due
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a Lien which has priority ever this Mortgage, including Sorrouer's covenants to make payments when due. Sorrouer shell pay or cause to be paid all taxes, take well assessments and other charges, fines and impositions attributable to the Property which may attain a priority ever this THE WORLD STREET LINE TO THE WHOLE MAKE Hortgage, and lessehold payments or ground rents, if any.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property account no insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mrotgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Sorrower, or if Sorrower falls to respond to Lender within 30 days from the date notice ffers to settle a claim for insurance benefits, Lender is nder a option wither to restoration or repair of the Property is mailed by Lender to Borrower that the insurance carri authorized to collect and apply the insurance proceeds or to the sums secured by this Hortgage Document is the property of This Document is the property of Planed Unit Developments.

- 5. Preservation and Maintenance of Property: Lesseholds; Condominiums; Planned Unit Developments.

 Sorrower shall keep the Property in good repair and shall not commit shall be property in good repair and shall not commit shall impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creeting or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Berrower, may make such appearances, disburse such sume, including a reasonable atterneys' fees, and take such actions as is necessary to protect lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph of with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this bortogen. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Sorrower requesting payment thereof. Nothing contained in this paragraph & shall require Lender to incur any extends or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in tieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signors. The coverance and agreements berein contained shell bind, and the rights herounder shell inure to, the respective successors and assigns of Lender and Serrouer, subject to the provisions of personach 15 heroof. All coverance and agreements of Serrouer shell be joint and several. Any Serrouer who so-signs this Mortgage, but does not execute the Notes: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrouer's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Serrouer hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Serrouer's consent and without releasing that Serrouer or modifying this Nortgage as to that Berrower's interest in the Property.

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- 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Sorrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Sorrower or the current owner at the Property Address or at such other address as Sorrower may designate by notice to Lender as provided herein, and any other person personally liable on this Mote as these person's names and addresses appear in the Lender's records at the time of giving notice and (b)any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Sorrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Sorrower or Lender when given in the manner designated herein.
- 12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof CUINCILIS
- 14. Rehabilitation Loan Agreements Sorrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require before to execute endidative to tender of any rights, claims or defenses which Borrower may have against parties who supply Labor, materials or services in connection with improvements madelta the Practice. Outily Recorder!
- 15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred or conveyed by any means (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal Law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrover notice of acceleration. If Borrover fails to pay in full these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrover.

This Mortgage may not be assumed by a purchaser sitting the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) estaming the loan to pay additional charges as authorized by law.

NON-UNIFORM COVENANTS. Borrrower and Londer further covenant and agree as follows:

- 16. Acceleration; Remedies. Upon Sorrower's breach of Any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice to Borrower and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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- 18. Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum lean charges, and that low is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 Mote or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
- 19. Leglislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Notte, or of diminishing the value of Lender's security, then Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.
- 20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void end Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.
- 21. Waiver of Valuation and Appraisement. Borrower hereby waivers all rights of valuation and appraisement.
- 22. 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.

As used in this paragraph 22, "Hazandous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosine, other Clammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortoge on the dote above written.

Alphonso Rogers

(SEAL)

Alphonso Rogers

(SEAL)

STATE OF INDIANA

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COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, on 08/25/1995, personally appeared Alphonso Rogers & Jacqueline Raye Rogers

and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal

Signature: Rhondo L. Sumnerhill

Printed Name: Rhondo L. Summerhill

Notary Public

This instrument was prepared by: DAVID E. WOODWARD, Attorney No. 15299-45
300 East 90th Drive, Merrillville, IN 46410
(219)769-3561

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