

MORTGAGE

INDIANA
LOAN NUMBER: 7706435
VA LOAN NUMBER: 262660562711

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

COMMUNITY TITLE COMPANY
FILE NO. 17627

THIS MORTGAGE, made the 13TH day of NOVEMBER, A. D. 19 95,
between DONALD R. GRUCHMAL AND MARITES G. GRUCHMAL

of the TOWN of MERRILLVILLE in the county of LAKE, and State of Indiana (hereinafter called Mortgagor),
and PHH MORTGAGE SERVICES CORPORATION
a corporation organized and existing under the laws of NEW JERSEY
(hereinafter called Mortgagee),

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee for money borrowed in the principal sum of SEVENTY NINE THOUSAND FIVE HUNDRED FIFTY AND 00/100

Dollars (\$ 79,550.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of EIGHT AND 250/1000 per centum (8.25000 %) per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY, 08054, or at such other place as the holder may designate in writing delivered or mailed to the Mortgagor, in monthly installments of

FIVE HUNDRED NINETY SEVEN AND 64/100 Dollars (\$ 597.64), commencing on the first day of JANUARY 19 96, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of the entire indebtedness evidenced thereby shall be due and payable on the first day of DECEMBER 20 25.

Now, THEREFORE, This indenture witnesseth: That the Mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the Mortgagee, all of the following-described property, situated in the TOWN of MERRILLVILLE in the county of LAKE State of Indiana, to wit:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS: 5941 HAYES PLACE, MERRILLVILLE, IN 46410

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HERewith; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY: *Michelle J. Post*



together with all buildings or improvements now or hereafter thereon, and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversions, remainders, and the rents, issues, and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all fixtures now or hereafter attached to or used in connection with the premises; and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned:

SEE A/S



ORIGINAL

95070924

95 NOV 21 AM 9:00

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

1500
du

LOT 27 IN BLOCK 5 IN COUNTRY CLUB SECOND ADDITION-SECTION "D",
IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED MAY
9, 1956 IN PLAT BOOK 31 PAGE 45, IN THE OFFICE OF THE RECORDER
OF LAKE COUNTY, INDIANA.



Notice of the exercise of any option granted to the Mortgage herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with reasonable attorney's fees.

If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set THEIR hand and seal this 13TH day of NOVEMBER, 19 95 .

Donald R. Gruchmal (Seal)
DONALD R. GRUCHMAL -Borrower
Marites G. Gruchmal (Seal)
MARITES G. GRUCHMAL -Borrower
Witness (Seal)
Witness (Seal)
-Borrower



This instrument was prepared by Michelle Poset of STATE OF INDIANA, COUNTY OF LAKE

Notary of Before me, the undersigned, Patricia Ludington, an official of Lake County of the State of Indiana, on this 13th day of November, 19 95, personally appeared DONALD R. GRUCHMAL and MARITES G. GRUCHMAL and acknowledged the execution of the foregoing mortgage.

Witness my hand and official seal the day and year last above written.

Patricia Ludington
Patricia Ludington (Signature)
Escrow Officer
(Official Title)

My commission expires 4/15/98
My County of Residence is Lake

STATE OF INDIANA
Mortgage
TO
Received for record this _____ day of _____, 19 _____, at _____ o'clock _____ M., and recorded in _____ at pages _____ of the records of _____ County, Indiana.
Recorder of _____ County, Indiana.
645614

ORIGINAL

ADDENDUM TO MORTGAGE

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 1817A of Chapter 37, Title 38, United States Code.

A. Funding Fee — A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assuming grantee fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assuming grantee is exempt under the provisions of 38 U.S.C. 1829(b).

B. Processing Charges — Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit-worthiness of the assuming grantee and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

C. INDEMNITY LIABILITY — If this obligation is assumed, then the assuming grantee hereby agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan, including the obligation of the Veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

DATED: 11/13/95


Donald R. Gruchmal
DONALD R. GRUCHMAL

Marites G. Gruchmal
MARITES G. GRUCHMAL

THIS DOCUMENT MUST BE RECORDED WITH THE ORIGINAL MORTGAGE/DEED OF TRUST