STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MARGANETIE O PRELAND RECORDER

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MORTGAGE

Document is

THIS MORTGAGE ("Security Instrument") is given on 1500 NOVEMBER 1500, 1995

. The mortgagor is

FRANKLIN J. BEWEIT AND SANDRALL CHENCEY HUSBAND AND WIFE AS JOINT TENANTS

the Lake County Recorder!

("Borrower"). This Security Instrument is given to

CREDICORP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS address is 4520 WEST LAWRENCE AVENUE CHICAGO, ILLINOIS 60630

, and whose

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

FORTY EIGHT THOUSAND NINE HUNDRED FIFTY NINE AND NO/100 Dollars (U.S. \$ 48,959.00). 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 NOVEMBER 15TH, 2010 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals.

This Security 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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower's covenants and convey to Lender the following described property located in LAKE

LOTS 42 AND 43 IN BLOCK 3 IN FOGG AND HAMMOND'S 2ND ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

P.I.N. #26-33-0088-0041

which has the address of

46321

929 SUMMER HAMMO

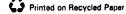
[Zip Code] ("Property Address");

INDIANA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3015 9/90

-6R(IN) (9212).02

Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291



Indiana

Page 1 of 6

[Street, Cyp00



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 Security Instrument. All of the foregoing is referred to in this Security Instrument 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.

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 to a written 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 a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 b.S.C. Section 2601 of the 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 ethrent data and reasonable estimates of expenditures of future lessrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insufed by at federal agency, instrumentality, or entity tincluding Lender, if Lender is such an institution for 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 foan, 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 earnings 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, an 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 law, 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 Corder may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower 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 gequire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by 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 leasehold 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 Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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.

3. Hazard or Property Insurance. Borrower shall keep the improventents now existing or hereafter erected off 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 particular 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. It Borrower falls 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 invitage 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 motice to the insulance captier and Lender.

Lender may make proof of loss if hot made promptly by BottoWer.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not tessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the finantaice proceeds shall be applied to the sums secured by this Security Instrument, 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 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 Insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Insurance proceeds.

Unless Lender and 1 mover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mountly payments referred to in paragraphs Lend 2 or change the amount of the payments. If under paragraph 21 the Proceeds resulting from damage to the Property price to the acquisition shall pass to Lender to the extent of the nums recurred by this Security Instrument municipality prior to the acquisition.

- 6. Occupancy, Preservation Maintenance and Protection of the Property Borrower's Loan Application; Lauscholds. Borrower shall occupy, establish, Jalues 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 shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or climinal, 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 a 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 impairment of the lien created by this Security Instrument or Lender's security 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 least, If Borrower acquires fee title to the Property, the leaschold and the fee title shall not merge unless Lender agrees to the marger in writing.
- 7. Protection of Lender's Rights in the Property. If Borower 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 forteners 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 paying any sums secured by a field which has priority over this Security Instrument, appearing in court, paying reasonable alterneys' fees and entering on the Property to make repairs. Atthough Lender may take action under this partigraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this Becurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note tale and shall be payable, with interest, upon notice from Lender to Borrower requesting

bayment.

If Lender required mortgage insurance as a condition of making the foat sectored by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insulated in effect, in for any reason, the mortgage insulates coverage required by Lender lapses of ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insulance previously in effect, in a cost substantially equivalent to the mortgage insulance previously in effect, from an alternate inortgage insular approved by Lender to substantially equivalent inortgage insulance coverage is not available. Borrower shall pay to Lender each month a sum equal to unastwelfih of the yearly inortgage insulance premium being paid by Borrower when the insulance coverage lapsed of ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insulance. Loss featives

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buther or ent of a total taking of the Property, the proceeds shall the applied to the sums seemed by this Second relations in whether or and then due, with any excess paid to Horrower. In the excit of a partial arking of the Property in article about the counted value of the Property immediately before the taking is equal to or greater than the annual of the sum-account by this Security Instrument immediately before the taking, unless Borrower and Lepdor anheriving agree in articles abcounts secured by this Security Instrument shall be reduced by the unusual of the proceeds qualitylised by the following fraction of the proceeds qualitylised by the following fraction of the proceeds unavant of the sums secured immediately before the taking, dissided by Ab) the fair market value of the Property immediately before the taking. Any halance shall be paid to Horrower. In the event of a mertial nating of the plantage of the paid to Horrower. market value of the Property immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums secured immediately before the taking is fees than the amount of the sums. taking, unless Borrower and Lender otherwise agree to writing or anties applicable the adoption supposition aliquidated be applied to the sums secured by this Security Instrument whether or not the name smother the.

If the Property is abandoned by Borrower, or if, after action by Louder to December that the particular after property award or settle a claim for damages, Borrower Dicrover Dicrover 12 Color of the Color of the Manufacture of the Color of t Leader is authorized to collect and apply the proceeds, at its option, either to authorized to collect and apply the proceeds, at its option, either to authorize the applied of the proceeds. secured by this Security Instrument, whether or not then the FICIAL!

Urdess Lender and Borrower otherwise agree in writing, any applications of proceeding principal shift and communications.

postpore the due date of the monthly payment offered contrace them to be rebyged to amount of such payments.

11. Borrower Not Released: Forbearance By Leaster Not a Wainer. Expression of the sums of agreement of the sums secured by this Security Instrument grantee by Leaster to any successor an interest of Biogramment and the sum of the sums of Biogramment and the sum of not operate to release the liability of the original Borrower of Borrower's successors in autores. Leader stabilizant betrangundate. contractive proceedings against any successor in interest or volume to excess time its page on available wascemonify assume near the contraction of the contraction o of the sums secured by this Security Instrument by reason of any demond state by the insurant literrous, and borrows; successive in interest. Any furbearance by Lender in exercising any right of remand which may be so memor an arrandolation exercise of any right or remedy.

12. Successive and Assigns Bounds Joint and Several Liability: Covingences. The coverage constitution of the coverage contract and several Liability: Covingences. Security Instrument shall hind and benefit the ancreams and accipance and accipance and Browner, subject or the speculations and paragraph 17 Henrower a coverance and agreements that he point and several from Property with the several functionment that diese built execute the Note: (n) is so attaining this security descriptions with an animal personal countries which then cover a interest in the Property under the forms of the Samon Assessment, it's a last mersonally influenced to recommend the entired by the herupty instrument, and (v) natives the legisles and ear edge becomes more were as the histories tosks any insummentations with regard to the terms of this bearing in the base of the base

14, Loan Charges, If the loan secured by this securic histories is subject to a ten which the third than the security is the contract the security of the secu med that here is friendly thresported on that the interest of colors from charges received to the colors of the co tions exceed the permitted limits, them, but with such home statement which provides the second of relationships. The second sec Hormoner: Lender may choose to make this return to insharing the posterior times where the lone is in smaller of their payment to Horrower. If a refund reduces principal, the reducement with he received by a patient species section with memorane charge under the Male-

14. Pinters: Any notice to Horneyer provided for in the Security Instrument shall be served by being section of the second sections. He by first class mail unless applicable law requires use of another method. The make which he washest before he was the first the first control of the first state o or may other address therether designates by motive to I ember and make by I sake their the sake the control of Lender's address stated herein at any other address Lender designates by make to block the state of seasons a sense. Recurity Instrument shall be deemed in have been given to florower in Lender when so had so bringly the forestern.

16. Governing Lawy Neverability: This Security Instrument shall be killerined by testeral him was the firm the the jurisdiction in which the Property is located. In the event that any provision of clause of this security instrument of the little conflicts with applicable law, meli conflict shall not affect other biodianals of this security histometh of the first which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Nove are december

16. Horrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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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 (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 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 certain 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 attorneys' fees; and (d) takes such action as Lender 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 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 reinstate 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 in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under 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 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.
- 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 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 20, "Hazardous Substances" are these substances defined as toxic or hazardous substances by Environmental Law and the following substances: casoline kerosene other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspectos or formaldebyde, and radioactive materials. As used in this paragraph 20, "Environmental Daw" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Box ower and Lender Alther 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 cure 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 reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower
 - 23. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

24. Riders to this a Security Instrument, the coverants and agreems (Check applicable bootes)	overanta and agreements with of this Security from	of each such fluer shall b	wited by Borrawer and Incomparated Into and Incomparated Into and Incomparated Into America, part of this securi	d nworded together with this I shall amend and supplement ty instrument.
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My Commission Expires:	3-13-98 (Notary Publi	but A Kond	SVIDE COLUMN
This instrument was prepa	red by:A. COLRELLA PC	R CREDICORP, INC.	estdout of	OCOOR AL CORD BYA TO

Form 3015 9/90