

Loan No. SHUDD6848

Printed by:

LYNN BUSSARD/FLAGSTAR BANK, FSB

Ricki D and Robin to:

FLAGSTAR BANK, FSB

2600 TELEGRAPH ROAD

BLOOMFIELD HILLS, MICHIGAN 48302

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 16, 1996  
The Borrower EVERTT L LENON

FLAGSTAR BANK, FSB  
Under the laws of THE UNITED STATES OF AMERICA  
2600 TELEGRAPH ROAD BLOOMFIELD HILLS, MICHIGAN 48302  
Borrower owns, I owe the principal sum of Twenty Nine Thousand Six Hundred and One/100

Dollars (U.S. \$ 29,600.00). 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 MARCH 1, 2011. 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 does hereby mortgage, grant and convey to Lender the following described property located in LAKE, Lake County, Indiana:

LOT 18 AND 19, THE HARZERS ADDITION TO GARY, IN THE CITY OF GARY, AS SHOWN  
IN PLAT BOOK 20, PAGE 3, IN LAKE COUNTY, INDIANA.

TAX ITEM NO. 25-45 0028-0018

96010888

96 FEB 29 PM 1:38

MAURICE CLEVELAND  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

which has the address of

607 WEST 39TH

GARY

Indiana 46408

(Street)

(City)

(Zip Code)

(Property Address):

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 referred to in this Security Instrument as the "Property".

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 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 COVENANT(S). 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 accrue prior to 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 sum 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 Residential Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2001 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser 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 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 auditing 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 multiple 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 earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

INDIANA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
MAB Form - MA30723 REV. 1/31/95

Form 3013 D/90 (page 1 of 4 pages)  
Initials: EZK

ck #7832  
17 00  
17 00

**ARTICLE I. LENDER'S RIGHTS AND DUTIES**

1. **Lender's Duties.** Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the disbursements for which such credit to the Funds was made. The Funds are pledged as additional security for all sums advanced by Lender.

2. **Levying of Funds.** If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amount of the Funds held by Lender which exceed the amount permitted to be held by applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the sum now due when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts due and owing to Lender up to the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, in Lender's sole discretion.

3. **Upon Payment in Full.** Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. In addition, if Lender holds title to the Property, Lender, prior to the acquisition or title to the Property, shall apply any Funds held by Lender at the time of acquisition or gain as a credit against the sums secured by this Security Instrument.

4. **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 5, then, to interest due, finally, to principal due; and last, to any late charges due under the Note.

5. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property which may attach priority over this Security Instrument, and landhold payments or ground rents, if any. Borrower shall pay those obligations to the provider in paragraph 2, or if not paid in that manner, Borrower shall pay them on site directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower fails to make payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

6. **Priority of Lender's Rights.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) remains in writing to Lender of the enforcement of the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or consents against the holder of the lien as a covenant satisfactory to Lender subordinating the lien to this Security Instrument; or (c) permits from time to time the Property to subject to a lien which may obtain 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.

7. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire by fire insurance included within the term "standard coverage" and any other hazards, including floods or flooding, for which Lender requires. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carried 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. Lender shall have several liens. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss.

8. **Abandonment.** Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if 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, the insurance proceeds shall be applied to the sums accrued by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not repair within 30 days of 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 up 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 postpone the due date of the regularly payments received by its paragraphs 1 and 2 or change the amount of the payments. If under paragraph 8 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to this acquisition will pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

9. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's Rights.** Borrower shall occupy, maintain, 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 determines otherwise in writing, which Lender 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 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 a default and reinstatement, as provided in paragraph 18, by causing the action or proceeding to be reinstated with a ruling that, in Lender's good faith determination, precludes 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 interest. Borrower shall sign in reinstat. If Borrower, failing the laws applicable thereto, 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 shall not merge unless Lender agrees to the merger in writing.

10. **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 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 lien which has priority over this Security Instrument appearing in court, paying reasonable attorneys' fees and holding title to the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

11. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan initiated 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 ceases or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay 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, one and retain these payments as a later exercise in favor of mortgage insurance. Lender may require payments may no 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.

12. **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 before to an inspection specifying a reasonable cause for the inspection.

13. **Condemnation.** 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any surplus 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 Lender and Borrower 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. Any balance shall be 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 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 condemner offers to make an award or make a claim for, judgment, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is entitled to collect without 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.

**11. Borrower Not Released; Participants By Lender Note Waiver.** Extension of the time for payment or modification of amortization by Lender of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to impair any right, or in interest or right to demand sums 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 preclude the exercise of any right or remedy.

**12. Borrowers and Analytics Shared; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender 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 sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may assign to another, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Lesser Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is hereby interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted funds, then: (a) any funds in excess shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already disbursed 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 to Borrower's address as set forth in Lender. Any notice to Lender shall 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 Disbursement or Lender when given as provided in this paragraph.

**15. Governing Law, Governingability.** 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 provision or clause 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 the extent the provisions of this Security Instrument and the Note are declared to be severable.

**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 (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 exercising 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 Reinstatement.** 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 concerning this Security Instrument. These 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 immediately require to ensure that the title 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 contained herein shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of reacceleration 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 and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of this 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 create or permit the presence, use, display, storage, or removal 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. This preceding two sections 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 Lender 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 those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, other flammable or toxic petroleum products, lead paint chips and residues, volatile solvents, materials containing asbestos 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 relate 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 cure the default; (c) a date, not later 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 up to or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding or 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. Notarization. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
(Check applicable boxes)

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

balloon Rider

Rate Improvement Rider

Second Home Rider

Other (specify)

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

Witnessed:

Paul Slowik - witness

Everett L. Denoir  
EVERETT L. DENOIR  
Social Security Number 320 56 9303

(Son)  
Borrower

(Spouse)  
Borrower

Social Security Number

(Spouse)  
Borrower

Social Security Number

(Son)  
Borrower

Social Security Number

...[Space Below This Line For Acknowledgment]

STATE OF INDIANA,

CHE

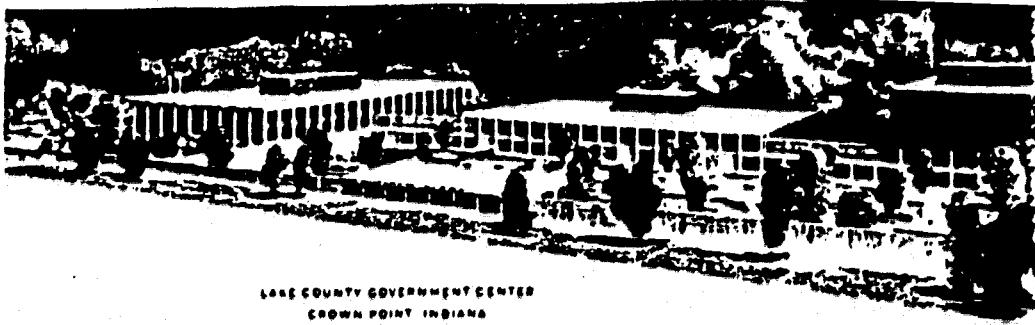
County as:

On this 16TH day of FEBRUARY  
in and for said County, personally appeared  
EVERETT L. DENOIR

1990, before me, the undersigned, a Notary Public

WITNESS my hand and official "OFFICIAL SEAL".  
PAUL SLOWIK  
NOTARY PUBLIC STATE OF INDIANA Notary Public  
My Commission Expires February 20, 1990

This instrument was prepared by: LYNN MESSART/FLAGSTAFF PARK, FSB



LAKE COUNTY GOVERNMENT CENTER  
CROWN POINT INDIANA

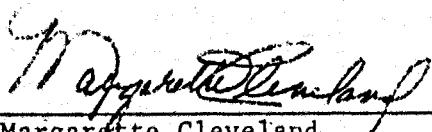
100-639

2293 N. MAIN STREET  
CROWN POINT, INDIANA 46307  
PHONE 738-2020 AREA CODE 219

## LAKE COUNTY RECORDER

### DISCLAIMER

This document has been recorded as presented.  
It may not meet with State of Indiana recordation  
requirements.



A handwritten signature in cursive ink, appearing to read "Margarett Cleveland".

Margarett Cleveland  
Lake County Recorder

