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PECORD AND RETURN TO: HOME LOAN CENTER. B-A THE NORTHERN TRUST COMPANY ATTN: 50 SOUTH LA BALLE STREET 60675 CHICAGO, ILLINOIS

MORTGAGE

5194156

THIS MORTGAGE ("Security Instrument") is given on

. The mortgager is

RICHARD J. JUREK

AND KARIN A. JURBE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to cument is the property of THE NORTHERN TRUET COMPANY Lake County Recorder!

which is organized and existing under the laws of THE STATE OF ILLINOIS

address is 50 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60675

ONE HUNDRED THIETEEN THOUSAND FIFTY

("Leader"). Borrower owes Leader the principal stift of

113,050.00 ).

Dollars (U.S. \$ 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 psyable on APRIL 1, 2026

This Security Instrument secures to Lander: (a) the represent of the debt evidenced by the Note, with interest, and all renownle, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of sais Security Instrument; on "c) the performance of Borrewar's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower dose burnby mortgage, great and convey to Lander the following

described property located in LAKE
LOT 1 IN PHEASANT HILLS ADDITION UNIT FIVE, TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43 PAGE 23, IN THE OFFICE OF THE

RECORDER OF LAKE COUNTY, INDIANA.

14-142-1

which has the address of 2346 HICKORY, DYER

**©IANA-Single Family-Famile MacFreddle Mae UNIFORM METRUM** 

TOGETHER WITH all the improvements now or herenflar spected on the property, and all ensements, appartenences, and fuzzories now or herenflar 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unexcumbered, 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 leasahold 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 horrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are celled "Escrow Items." Lender may, at any time, collect and hold Funds is an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lander 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 reasons his 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 very 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 Becrow Items, unless Lender pays Borrower interest on the Funds and applicable law paralles 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 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 crudits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional escurity for all sums secured by this Security Instrument.

If the Punds hold 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 Bacrow 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. 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 Industrates, Londor shall promptly refund to Borrower any Punds held by Londor. If, under paragraph 21, Londor shall security or sale the Property, Londor, prior to the acquisition or sale of the Property, shall apply any Punds held by Londor 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 propayment charges due under the Note; eccoud, 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 tuxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold 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 famish to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly famish to Londer receipts evidencing the payments.

Borrower shall promptly discharge my lies which has priority over this Security Instrument values Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a meaner acceptable to Londer; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lies; or (c) secures from the holder of the lies an agreement entisfactory to Londer subordinating the lies to this Security Instrument. If Londer determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lies. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 Londor 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, Londor may, at Londor'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 Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renewals. If Lender sequires, Borrower shall promptly give to Lander 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 Borrowsi.

Unless Leader 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 Londor's security is not lessoned. If the restoration or repair is not economically fresible or Lender's security would be lessened, the insurance 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 enswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Leader may collect the insurance proceeds. Lander 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Proporty prior to the acquisition shall puse to Londor to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Pretention of the Property; Rorrower's Loan Application; Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal regidence, within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Bosrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unressonably 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 Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lies 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, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lander's security interest. Borrower shall also be in default if Borrower, during the loca application process, gave materially false or inaccurate information or statements to Londor (or failed to provide Lender with any material information) in connection with the loss 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 little to the Property, the lesschold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Romoner falls to perform the covenant and agreements contained in this Security Instrument, or there is a legal proceeding first may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or forfolture or to enforce laws or regulations), then Lander 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 entering on the Property to souls require. Although Lander 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 Borsower accured 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 Lander to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loss 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 Lander 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not svailable, Borrower shall pay to Leader 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. Leader will accept, use and retain these payments as a loss reserve in lieu of mortgage instirunce. Loss reserve

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payments may no longer be required, at the option of Lender, if secregage insurance coverage (in the amount and for the period that Londor requires) provided by an insurer approved by Lander again becomes evailable 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 Bourower and Lander 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 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 same secured by this Security Instrument, whether or not then due, with any excess paid to Bormwer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is espel 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. Any belence 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 Leader otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums accured by this Security Instrument whether or not the sums are then due.

If the Property is abundaned by Barrower, or if, after notice by Lesider to Borrower that the condemnar offers to make an sward or settle a claim for demages, Borrower feils to respond to Londer within 30 days after the date the notice is given, Londer is sutherized 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 Lander 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; Forbearance By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sums second by this Security Instrument granted by Lander to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Leader shall not be required to commence proceedings against any successor in interest or refuse to extend time 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 Lander in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or recordy.

12. Successors and Accient Bound; Joint and Several Liability; Co-eigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and saviens of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenents and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-eigning this Security Instrument only to mortgage, great 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 Lender and any other Borrower may agree to extend, medify, 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 which sets maximum loan charges, and that law is finally interpreted so that the interest or other loss 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 propayment 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 explicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by actice to Lender. Any actice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrover or Lander when given as provided in this paragraph.

15. Governing Law; Soverability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event this say 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 this end the provisions of this Security Instrument and the Note are declared

16. Berrower'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 Boltvower. If all or any part of the Property or any interest in it 'is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent, Londer may, at its option, require immediate payment in full of all game secured by this Security Instrument. However, this option shall not be exercised by Lender !! exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Borrower notice of eccaleration. 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 cums prior to the expiration of this period, Lander may invoke any remedies

permitted by this Security Instrument without further notice or dem ed on Bossower.

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 Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curse any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable ettorneys' fees; and (d) takes such action as Lander 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 grition 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 varelated to a cele of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change is accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Lorn Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

mation 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, smything 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 recidential uses and to maintenance of the Property.

Borrower shall promptly give Leader 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 Revironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory slithority, that any removal or other remediation of any Hazardons Substance affecting the Property is necessary, Bocrower shall promptly take all necessary remedial actions in accordance with Ravirosspanial Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasolies, berosess, other flammable or toxic patroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragraph 20, "Bavironmental Law" means federal laws and leave 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 puragraph 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 cared; 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 preceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to amort in the foreclosure proceeding the non-existence of a default or any other defense of Berrower to accoluration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander, 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 Bostower.

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

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## MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

RICHARD J. JUREK

(SEAL) BORROWER

KARIN A. JUREK

CO-BORROWER