

96064530

LAKE COUNTY
FILED FOR RECORDINAL EQUITY TITLE
96 SEP 27 PM GOLD ANY OF INDIANA
333 N. PENNSYLVANIA #601
MANGALLIA INDIANAPOLIS, IN 46204
RECORDER

America, a California corporation and the Mortgagee, a corporation organized and existing under the laws of	THIS MORTGAGE is made this Twanty-third day of September 1 DENNIS PETERSON 1 DIVERCED AND NOT SINCE REMARRIED DENNIS PETERSON 1 DIVERCED AND NOT SINCE REMARRIED America, a California corporation organized and existing under the laws of Californiae Lake County Rand whose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 (herein "Lender"). Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverages and egreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender ine following described property located in the County of AKE LOT 18 AND 19 IN BLOCK 2 IN GREATER RIVERVIEW ADDITION TO EAST GARY, IN THE CITY OF LAKE STATION, AS PER PEAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 8,			2617 MAI	RION STREET		/	. LAKE STA	TION
THIS MORTGAGE is made this Twenty-third day of September The between the Mortgagor, DENNIS PETERSON 1 DIVORCED AND NOT SINCE REMARRIED America, a California corporation and the Mortgage, Cames Home Loan of Loake County Rand wires address is a 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 ; To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of AKE State of Indiana:	THIS MORTGAGE is made this Twenty-third day of September 1996 , between the Mortgagor, DENNIS PETERSON 1 DIVORCED AND NOT SINCE REMARRIED This I (herein "Borrower") and the Mortgagee, Pames Home Loan of America, a California Corporation and the Mortgagee, Pames Home Loan of Lake County Rand wirds address is 3731 WILSHIFE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 (herein "Lender"). Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 ; he payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverages and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of AKE State of Indiana:	CIT	TY OF LAKE S	MOITATE	AS PER PLAT	THEREOF . F	RECORDED	EN PLAT BOO	OK 15 PAGE 8,
THIS MORTGAGE is made this Twenty-third day of September 1996, between the Mortgagor, DENNIS PETERSON DIVORCED AND NOT SINCE REMARRIED This Therein "Borrower" and the Mortgage, Cames Home Loan of America, a California corporation organized and existing under the laws of California Cal	THIS MORTGAGE is made this Twanty-third day of September 1 1996 , between the Mortgagor, DENNIS PETERSON 1 DIVORCED AND NOT SINCE REMARRIED This Interin "Borrower") and the Mortgagee, Cames Home Loan of America, a California corporation Lake County Rand wirose address is 3731 WILSHIFE BLVD. SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of	LAKE	r 18 and 10	IN BLOCK					CADV TN MUR
THIS MORTGAGE is made this Twenty-third day of September 1. 1996 , between the Mortgagor, DENNIS PETERSON - DIVORCED AND NOT SINCE REMARRIED This I (herein "Borrower") and the Mortgagee, Cames Home Loan of America, a California corporation Inder the laws of California Ca	THIS MORTGAGE is made this Twenty-third day of September 1. 1996 , between the Mortgagor, DENNIS PETERSON , DIVORCED AND NOT SINCE REMARRIED This I (herein "Borrower") and the Mortgagee, Chames Home Loan of America, a California corporation under the laws of California Lake County Rand wifes address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of						described p	roperty locate	
THIS MORTGAGE is made this Twenty third day of September 1. 1996 , between the Mortgagor, DENNIS PETERSON 1. DIWORCED AND NOT SINCE REMARRIED This Therein "Borrower" and the Mortgagee, Dennes Home Loan of America, a California corporation and existing and the laws of California County Rand Wifese address is 3731 WILSHIRE BLVD. SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006; To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon;	THIS MORTGAGE is made this Twenty-third day of September 1 1996 , between the Mortgagor, DENNIS PETERSON 1 DIVORCED AND NOT SINCE REMARRIED America, a California corporation Lake County Randwinds address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 09/18/2006 To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon;								
THIS MORTGAGE is made that Twanty-third day of September To between the Mortgagor, DENNIS PETERSON TO INCRED AND NOT SINCE REMARRIED This I (herein "Borrower") and the Mortgager, Cames Home Loan of America, a California corporation organized and existing under the laws of California California County Rend whose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest	THIS MORTGAGE is made this Twenty-third day of September 1996, between the Mortgagor, DENNIS PETERSON, DIWORCED AND NOT SINCE REMARRIED America, a California corporation America, a California corporation Under the laws of California County Rand whose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest								
THIS MORTGAGE is made that Twanty-third day of September To between the Mortgagor, DENNIS PETERSON TO INCRED AND NOT SINCE REMARRIED This I (herein "Borrower") and the Mortgager, Cames Home Loan of America, a California corporation organized and existing under the laws of California California County Rend whose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest	THIS MORTGAGE is made this Twenty-third day of September 1996, between the Mortgagor, DENNIS PETERSON, DIWORCED AND NOT SINCE REMARRIED America, a California corporation America, a California corporation Under the laws of California County Rand whose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest	milli lib Dai	ומיונס טו נוופ ווונ	Jeniedi iess.	, ii not soundt p	alu, due allu	Jayable UII (10/2000	•
THIS MORTGAGE is made this Twenty-third day of September To be tween the Mortgagor, DENNIS PETERSON & DIVORCED AND NOT SINCE REMARRIED 1996	THIS MORTGAGE is made thits Twanty-third day of September To between the Mortgagor, DENNIS PETERSON TO DIVORCED AND NOT SINCE REMARRIED This (herein "Borrowers") and the Mortgagee, Pames Home Loan of America, a California Corporation organized and existing under the laws of California California County Rand winose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00 Which indebtedness is evidenced by Borrower's Note dated 09/23/1996 and								rincipal and interest
THIS MORTGAGE is made that Twenty-third day of September To be tween the Mortgagor, DENNIS PETERSON TO DIVORCED AND NOT SINCE REMARRIED This Therein "Borrower") and the Mortgagee, Pames Home Loan of America, a California corporation organized and existing under the laws of Californiae Lake County Rand wirose address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00	THIS MORTGAGE is made this Twenty-third day of September To between the Mortgagor, DENNIS PETERSON TO DIVORCED AND NOT SINCE REMARRIED This Therein "Borrower" and the Mortgagee, Pames Home Loan of America, a California Corporation organized and existing under the laws of California Lake County Rand Wifese address is 3731 WILSHIRE BLVD., SUITE 1000, LOS ANGELES, CA 90010 (herein "Lender"). Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,100.00								
THIS MORTGAGE is made this Twenty-third day of September To be tween the Mortgagor, DENNIS PETERSON, DIVORCED AND NOT SINCE REMARRIED 1996	THIS MORTGAGE is made this Twanty-third day of September To the september							12,100.00	
THIS MORTGAGE is made this Twenty-third day of September To be tween the Mortgagor, DENNIS PETERSON, DIVORCED AND NOT SINCE REMARRIED 1996	THIS MORTGAGE is made this Twanty-third day of September To the september	3/3	21 TYILOHINE D	EVD. SUII	- TOUV. LOS AIN	GELES, CA 9	VV 10		, (nerein "Lender").
THIS MORTGAGE is made this Twanty-third day of September To between the Mortgagor, DENNIS PETERSON TO DIVORCED AND NOT SINCE REMARRIED This I (herein "Borrowers") and the Mortgagee, Chames Home Loan of America, a California corporation.	THIS MORTGAGE is made this Twenty-third day of September 1996, between the Mortgagor, DENNIS PETERSON, DIVORCED AND NOT SINCE REMARRIED This I (herein "Borrowers") and the Mortgagee, Chames Home Loan of America, a California corporation							ddress is	(hansia III anda-II)
THIS MORTGAGE is made that Twenty-third day of September To be between the Mortgagor, DENNIS PETERSON TO DIVORCED AND NOT SINCE REMARRIED	MORTGAGE Document is THIS MORTGAGE is made this Twanty-third day of September T between the Mortgagor, DENNIS PETERSON - DIVORCED AND NOT SINCE REMARRIED			corporation		т г	.8.	corporation	
Document is THIS MORTGAGE is made that a Twenty-third day of September T.	MORTGAGE Document is THIS MORTGAGE is made this Coverty-third day of September T. 1	1990 , DE	etween the Mol	This	Therein "Borre	wer") and the	Mortgage	Aames H	ome Loan of
Document is	MORTGAGE Document is	THI	IS MORTGAGE	is made th	is Twenty-thir	d day of Septi	onber T	NOT SINCE	REMARRIED
	MORTGAGE								
Space Above This Line For Recording Data	Conso Above This Line For Describe Date			<u> </u>	•		oing Data		

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

175h

NIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and any late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be in an institution the deposits or account of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 amount of the Funds-held by Lendar, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 17, hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note.
- 4. Prior Mortgage and Deeds of Trust: Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date noticed is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Devents. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If the Mortgage is on a unit in a condomium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condomium or planned unit development, the by-laws and regulations of the condomium or planned unit development, and constituent documents.

3 '

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirements for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice form the Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forebearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; settle and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey the Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing the Borrower or modifying the Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering to or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been give to Borrower or Lender when given in manner designated herein.

3. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the law e jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with the applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvements, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to this Property.
- 16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the data of this Mortgage.

exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any temedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums sucured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare diff the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of the Mortgage. Lender's interest in the Property and Borrower's obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Ipon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the tent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of any ariange the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage

without charge to Borrower.

My Commission expires:

Cirral

OFFICIAL SEAL MARKEL L. NELSON

NOTATE SUBJECT ATTACH WAS Suppared by:

21. Waiver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.

REQUEST FOR NOTICE OF DEFAULT

MORTGAGES OR DEEDS OF TRUST
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lander's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
This Document is the property of the Lake County Recorder!
STOP
STATE OF TILINOIS County ss: Cook
On this 23 RD day of SCOTTON REPORTED TO THE ME the undersigned, a Notary Public in and for said County, personally appeared COUNTS PETERSON and acknowledged the execution of the foregoing instrument.
WITNESS my hand and official seal.

agnes Home Koan

(Space Below This Line For Acknowledgement)

1700 W. 16 Th St., #28 Calumet City, 12 60-409

Resident of

Cook TLUNOIS County, Indiana:

page 5