ease Return To: EQUIVANTAGE INC. Attn. Closing Dept., Ste. 300 P.O. Box 4385

Houston, TX 77210-4385

LOAN NO.: 309244 9616740

NATIONS TITLE AGENCY OF INDIANA INC. 9292 North M. ridian St. Suite 110 , Indiana 46260

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 9, 1996 The mortgagor is CHARLES W. JONES, A MARRIED MAN

("Borrower").

This Security Instrument is given to EQUIVANTAGE INC., a Delaware corporation

Delaware under the laws of 3rd Floor, Houston, TX 77040-6311

which is organized and existing , and whose address is 13111 Northwest Frwy.,

("Lender").

Borrower owes Lender the principal sum of thirty five thousand six hundred twenty five and NO/100ths

Dollars (U.S. \$ 35,625.00

) 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

September 15, 2011

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and other sums owed under the Note such as tate charges, and all renewals, extensions and modifications of the Note; (b) the payment of ell other sums, with interest, advanced under paragraphs 2, 5 or 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 and Lender's successors and assigns the following described property located in LAKE County, Indiana

LOTS 9 AND 12 IN BLOCK 1 IN SHERMAN PARK ADDITION TO TOLLESTON IN THE CITY OF GARY.

which has the address of

3357 W. 19TH AVENUE,

Indiana

("Property Address") 46404-[Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with alk the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter 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 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.

GARY [City]

SINGLE FAMILY- (Equivantage)

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 ("Punds") 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, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortga

Funds held by Lander. If nader an assept 31 Lender shall acquire reset the Property, Lender, prior the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition of 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 I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts advanced by Lender for the protection or maintenance of the Property or Lender's interest, in the Property, birth, to interest due; forth, to principal due; and last, to any late charges due under the Note.

**Application of the Property or Lender's interest, in the Property shill apply them on time directly to the provided by the property of the payments of provided by payments of the payments of provided by the property of the payments of provided by the property of the payments of provided by the provi

of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if 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 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.

7. 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 entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan 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 Lender 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 alternative 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 Initials:

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments hay 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.

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 sums secured by this Security Instrument of the total taking of the Property immediately before the taking is equal to or greater than the amount of 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 is less than the amount of the sums secured mediately before the taking is less than the amount of the sums secured mediately before the taking is less than the amount of the sums secured with the property in the propert

12. Successors and Assigns Bound; 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 16. 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 sums secured by this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by 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 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 prepayment charge under the Note.

to Borrower. If a refund reduces principal the reduction will be treated as a partial prepayment without any prepayment enarge 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 applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to 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 written notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower to Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 and the Note are declared to be severable.

to be severable.

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 Security Instrument, subject to any notice required by applicable 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 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.

If Lender exercises to puton, Letter shall 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.

17. Reinstatement. Lender, at Lender's option, may allow Borrower to reinstate the Loan and thus have enforcement of this Security Instrument discontinued at any time before suice the Property pursuant to any power of sale contained in this Security Instrument or entry of a judgment enforcing this Security Instrument; provided Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as I 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 a reinstatement for as specified by Lender; 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; solligation to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower; solligation to pay the sums secured by this Security Instrument in the Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

18. 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," blat collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer; but the security instrument in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower has large of the Loan

of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the same secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually ereceived. 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 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not earlier than the expiration of any notice period required by applicable law, by which the default must be cured; and (d) that earlier than the expiration of any notice period required by applicable law, 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 and sale of the Property. 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 invoke the power of sale and any other remedies permitted by applicable law. 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, all of which shall be additional sums secured by this Security Instrument.

If Lender invokes the power of sale, lender shall give notice of sale to Borrower in the manner provided in paragraph 14. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order:

(a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this Security Instrument: and (c) any excess to the person or persons legally entitled to it. Instrument; and (c) any excess to the person or persons legally entitled to it. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower. 23. Waiver of Valuation and Appraisement. Borrower hereby 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 each 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 box(es)] Adjustable Rate Rider Planned Unit Development Rider ☐ 1-4 Family Rider Other(s) [specify] Condominium Rider 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. CHARLES W. JONES ·Borrower (Seal) Witnesses: This Document is the property of the Lake County Recorder! Name Printed: -Borrower (Seal) Name Printed: -Borrower (Seal) -Borrower (Seal)

STATE OF INDIANA

Lake County ss:

day of September 1996 before me, the undersigned, a Notary Public in and for said CHARLES W. County, personally appeared , and acknowledged

the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

This instrument was prepared by:

REGINA M. MOREY

Notary Public

A Resident of Lake Co., IN

My Commission Exp. May 16, 1998

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