

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97086247

97 DEC 16 AM 10: 51

MORRIS W. CARTER  
RECORDER

(Space Above This Line For Recording Data)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 5, 1997  
The mortgagor is ROBERT J KUTZER AND DONNA L KUTZER, HUSBAND AND WIFE

\_\_\_\_\_, ("Borrower"). This Security Instrument is given to  
CITIBANK, F.S.B., which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSOURI 63141- ("Lender").

Borrower owes Lender the principal sum of Forty Seven Thousand and 00/100  
Dollars (U.S. \$ 47,000.00). 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 JANUARY 1, 2028

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 County, Indiana:

**SEE ATTACHED LEGAL DESCRIPTION**

LOT 419 IN NORTHGATE 7TH ADDITION TO THE TOWN OF DYER, AS PER  
PLAT THEREOF, RECORDED NOVEMBER 20, 1972 IN PLAT BOOK 42 PAGE 101,  
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMUNITY TITLE COMPANY  
FILE NO 14385

which has the address of 845 POLK AVENUE DYER  
[Street] [City]  
Indiana 46311-1021 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now  
or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is  
referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and  
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by  
jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of  
and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on  
the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which  
may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if  
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums,  
if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage  
insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the  
maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate  
Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that ap-  
plies 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 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 any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not  
charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender  
pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to  
pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this 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/Freddle Mac UNIFORM INSTRUMENT  
GFS Form - G000023

Form 3015, 9/90 (page 1 of 4 pages)  
Initials: [Signature]



\*JQ,VHD\*

\*G000023G\*

1500  
3195





Loan No. 711123677

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, 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 less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice 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. Release. 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 Appraisal. Borrower waives all right of valuation and appraisal.

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
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] LEGAL DESCRIPTION
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home 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.

Witnesses:

\_\_\_\_\_

  
\_\_\_\_\_  
ROBERT J KUTZER (Seal)  
-Borrower

\_\_\_\_\_

  
\_\_\_\_\_  
DONNA L KUTZER (Seal)  
-Borrower

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

[Space Below This Line For Acknowledgement]

STATE OF INDIANA, LAKE

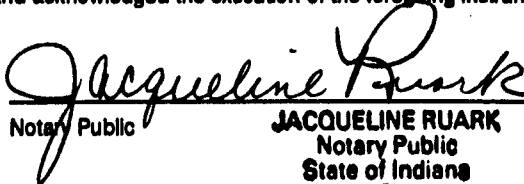
County as:

On this 5TH day of DECEMBER, 1997, before me, the undersigned, a Notary Public  
in and for said County, personally appeared  
ROBERT J KUTZER AND DONNA L KUTZER

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:

  
\_\_\_\_\_  
Notary Public JACQUELINE RUARK  
Notary Public  
State of Indiana  
Lake County  
My Commission Expires 8-31-99

This instrument was prepared by: DAVID GAGE VON WEISE