98041508

**RECORD AND RETURN TO:** 

STATE STREET MORTGAGE COMPANY 8401 VIRGINIA STREET MERRILLVILLE, IN 46410

PREPAREOBY: Pennie

[Space Above This Line For Recording Data]
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

May 27, 1998

. The mortgagor is

Terrence J Beckrich Mary B Beckrich

**Joint Tenants** 

("Borrower"). This Security Instrument is given to

STATE STREET MORTGAGE COMPANY

which is organized and existing under the taws of UNDIANA 1S

, and whose

8401 VIRGINIA STREET MERRILLVILLE IN 46410

("Lender"). Borrower owes Lender the principal aum of

Fourteen thousand two hundred sixty and 00/100\*\*\*\*\*

the propoliar (U.S. 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 payable on June 01, 2013

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 County, Indiana:

LOT 58 IN CASTLEBROOK, UNIT 1, IN THE TOWN OF LOWELL, AS PER PLAT BOOK 46 PAGE 128, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Which has the address of 17601 Camelot Drive Lowell

Indiana

46356

[Street, City].

[Zip Code]

INDIANA-Single Family-Fannic Mac/Freddle Mac UNIFORM INSTRUMENT

Form #015 9/80 Amended 5/91

GENESIS 2000, INC. \* V9.3/W11.0 \* (818) 223-3260

Inidals:

HOLD FOR: THE .. LE SEARCH CO.

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TOGETHER WITH all the improvements now or hereafter precised 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 and convey the Property and that the Property is unericumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

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.

with limited variations by jurisdiction to consistuse 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 olarges 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 leasthold 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 hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly 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 sec, ("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 astimate 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 Lend

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 Funds held 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 Escrow Items when due, Lender may so notify Borrower shall and in euch case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall in a secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender 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 prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; of the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the mainer provided in paragraph 2, or if not paid in that manner, Borrower shall promptly turnish to Lender tecepts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instru

INDIANA-Single Family-Pannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3015 9/90 JJB M. B.B. Amended 5/91 GENESIS 2000, INC, \* V9.3/W11,0 \* (618) 223-3260

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 fooding, flor which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance carrier proving the insurance stalls to maintain coverage described: to which shall not be unreasonably withheld it Borrower stalls to maintain coverage described: to which shall not be unreasonably withheld it Borrower stalls to maintain coverage described to the property in accordance with paragraph? I may at Lander's option, obtain coverage to protect Lander's rights in the Property in accordance with paragraph? I may at Lander's option, obtain coverage to protect Lander's rights in the Property and the tert of the stall be acceptable to Lander and shall include a standard montage clause. Lender shall have the right to hold the polloles and renewals. If Lender raquires, Borrower shall give prompt protect to the insurance carrier and Lander. Lender may make prote of loss if not made promptly Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is economically feasible or Lender's security would be lessered, the insurance proceeds shall be applied to the sums secured by this Security insurance proceeds. Lender may use the proceeds to repair or restore the Property, or does not answer within 30 days a notice from insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due, in 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 residence within any proceed to property

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

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 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, 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, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loes reserve 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.

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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 gauss for the

9. Inspection. Lander 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 fleu 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 excess 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 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 fall 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, 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security In

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal snall 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 Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successors in interest of Borrower 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 mede 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. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.

The covenants and agreements of this Security Instrument 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, by in any payment or the Note without that Borrower's consent.

13. Loan Charges. If the foan 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 loan charges collected from Borrower who reduced by the emotion with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the emount 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,

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 mall unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mall 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 Borrower or 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 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 exercise 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period,

INDIANA-Single Family-Famile Mac/Freddie Mac UN	IFORM IN	STRUMENT	Page 4 of 6	Form 3015 9/9
GENESIS 2000, INC. * V9.3/W11.0 * (818) 223-3260	Initials:	15B	m.B.B	Amended 5/9
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ender may invoke any remedies permitted by this Seourity Instrument without further notice or demand on

Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing 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 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 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 the 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 Inf

the address to which payments should be made. The number will also contain the presence, use, disposal, storage, or 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, 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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower leams, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 berolecides, voiatile 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, acceleration following borrower's breach of any covenant or agreement in this security instrument (sut 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 thanss days from the date the notice is given to borrower, by which the default in acceleration of the sums secured by the security instrument and sale of the property; and (s) any other necessary in the notice way result in acceleration and the hight to bring a court action to assert the non-existence of a default or any other defense of borrower to acceleration and sale, 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 and payment in full of all sums secured by this security instrument in full of all sums secured by this security instrument in full of all sums secured by the security instrument in full of all sums secured by this security instrument in full of all sums secured by this security instrument without further demand and may invoke the power of sale and any other remedies provided in this paragraph 21, including, but not limited to, reasonable attorning. FEES AND COSTS OF TITLE EVIDENCE



INDIANA-Single Family-Fennie Mac/Freddle Mac UNIFORM INSTRUMENT

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22. Release. Upon payment of Security Instrument without charge to provides otherwise.  23. Walver of Apprecia	of all sums secured by this decurity of Borrower. Borrower shall pay any recit. Borrower waives all right of valuation	Instrument, Lender shall release with
or wholesemen	it. Borrower waives all right of valuation	and annual unless applicable law
	!	appraisament
	!	
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OA DUA	<b>;</b>	•
24. Riders to this Security I recorded together with this Security I incorporated into and shall amend and the rider(s) were a part of this Security in	instrument. If one or more riders naturnent, the covenants and agreem supplement the covenants and agreems attument.	are executed by Berrawar and lents of each such rider shall be onto of this Security Instrument as
[Check applicable box(es)]	1	A TOWN THE BOOK STATE OF
Adjustable Rate	Condominium	
Graduated Payment	Planned Unit Development	1-4 Family Biweekly Payment
Balloon V.A.	Rate improvement	Second Home
	Other Rider(s) [specity]	
BY SIGNING BELOW, Borrower scoep instrument and in any rider(s) executed by	ots and agrees to the terms and cove	mants contained in this Security
Witnesses:	borrower and recorded with it.	
1	NOT OFFICIA	I
		20//
This		(Seal)
Haraif Misses	the Lake County Recor	-Borrower
100 100 100 100 100 100 100 100 100 100	you and	Beckuch (See)
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shelly stotler		-50.00
P		
	(Seal)	(Seal)
	1.60	
State of Indiana		County as:
On this 1 day of May	. before me, the undersigne	d, a Notary Public in and for said
county, personally appeared: Terrence J Beckrich, Mary B B	eckrich	
	, and acknowledged the exec	ution of the foregoing instrument.
WITNESS my hand and official seal.		1
My Commission Expires:	SEAN SEAN	d W. and W.
	Mouse	7 Voorgopoul 00
	Notary Public DE	NISE A. GEORGOPOULOS, Notary Public
	AR	esident of Lake County, IN
INDIANA-Single Family-Pannis Mae/Freddle Mac GENESIS 2000, INC. * V9.3/W11.0 * (818) 229-32:		Commission Expires Ded America 5/91
DETECTO SOUR HTG. TEST THIS (010) 220-02	;	