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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99029756

MORTGAGE 99 APR -8 AM 9:17

This Mortgage ("Security instrument") is given on this 29th day of March, 1999 The Mortgagor is Don Ready and Carrie Ready, (herein referred to as "Borrower"), whose address is 3961 W. 129th Ct. Crown Point, Indiana, 46303, and the Mortgagee Joyce Wisthoff and Joseph Wisthoff (hereinafter referred to as "Lender"), whose address is 338 S. East St, Crown Point, Indiana, 46307.

Borrower owes Lender the principal sum of Twenty Thousand dollars and no cents(\$20,000). This debt is evidenced by Borrower's note dated March 29th, 1999 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable Thelve months (12) months after the date of this mortgage. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums advanced under Paragraph 7 to protect the security of this security instrument; and (c) the performance of Borrower's covenants and agreement 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:

Street Address: 9612 Merrillville Rd, unit #101  
Crown Point, IN. 46307

Legal Description: Apartment Unit 101 in Building A, in Windimere Arms Horizontal Property Regime as per Declaration recorded July 24, 1986 as Document No. 865924 and as shown in Plat Book 61 page 24, in the Office of the Recorder of Lake County, Indiana. Together with the undivided interest in the common elements appertaining thereto. Also Garage G-25, as shown in the Plat Book 67 page 11 being part of the limited common area appertaining thereto pursuant to said Declaration.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water fights and stock, and all 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 seized 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.

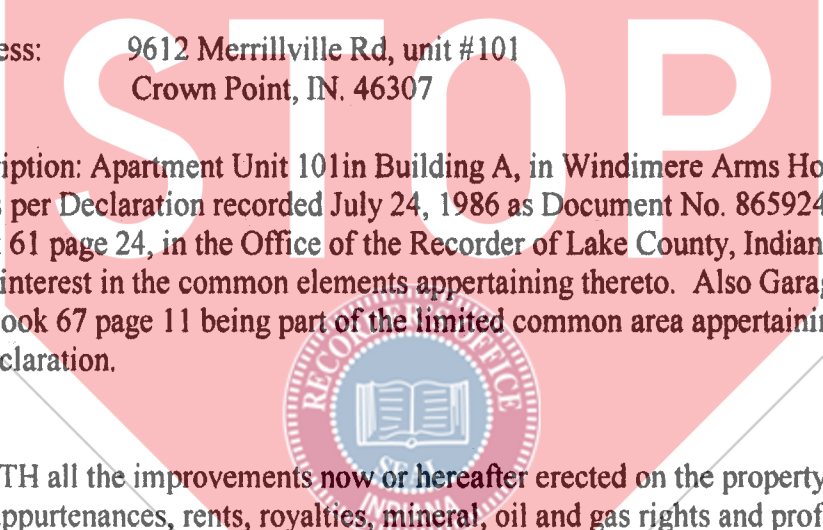
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covenants real property.

Ret to: Don Ready  
3961 W. 129th Ct.  
Crown Point, In 46307

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tc  
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TICOR TITLE INSURANCE  
Crown Point, Indiana



**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 the principal of and interest on the debt evidenced by the Note and any late charges due under the Note. This Mortgage shall include a fifteen (15) day grace period regarding payments .

2. **FUNDS FOR TAXES AND INSURANCE.** No escrow shall be maintained for Real Estate Taxes or property insurance. Borrower shall pay all property insurance payments and real estate tax installments immediately when due. In the event Borrower defaults on any such payment, Lender may, at Lender's election, pay such payment and adding such balance to the amount of then current principal indebtedness.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to Principal due.

4. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen with the Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 Borrower.

Unless Lender 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 Lender's security is not lessened, the insurance 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 answer within 60 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the 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. The 60-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 19 The Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

#### 6. PRESERVATION AND MAINTENANCE OF THE PROPERTY;

Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow The Property to deteriorate or commit waste. If this Security Investment is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee shall not merge unless Lender agrees to the merger in writing.

#### 7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY;

**MORTGAGE INSURANCE.** If Borrower falls 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 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 attorney's 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.

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. 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.

**9. CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any 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, 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 balance shall be paid to Borrower.

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 to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. BORROWER RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall operate to release the liability of the original Borrower or Borrower's successors in interest.

Lender 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 Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. 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 17. 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; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

12. 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 loan 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.

13. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require that a new Security Instrument be executed that will conform with the new requirements of law.

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 notice to Lender. Any notice shall be given by first class mail 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 Both 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 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 to be severable.

16. **BORROWERS COPY.** Borrower shall be given one conformed copy of the Note and of this Security 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) to any party not presently a principal in Donal Ent., LLC, without Lender's prior written consent which shall not be unreasonably withheld, Lender may, as 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 or Indiana 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 60 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 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.

**18. BORROWERS 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 Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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.

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

**19. ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to acceleration following Borrower breach of any covenants or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 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 60 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 may result in acceleration of the sums secured by this Security Instrument, 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 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 19, including, but not limited to, reasonable attorney fees and costs of title evidence.

**20. LENDER IN POSSESSION.** Upon acceleration under Paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those



past due. Any rents collected by Lender or 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 attorney's fees and then to the sums secured by this Security Instrument.

21. RELEASE. Upon payment of all sums secured by this Security instrument Lender shall release this Security Instrument without charge to Borrower.

22. VALUATION AND APPRAISEMENT. Borrower reserves the right of valuation and appraisal.

15 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and to any rider(s) executed by Borrower and recorded with it.

By: [Signature] (SEAL)  
Don Ready

By: [Signature] (SEAL)  
Carrie Ready

STATE OF INDIANA, LAKE COUNTY, SS:

On this 2nd day of April, 1999 before me, the

undersigned, a Notary Public in and for said County and State, personally appeared Donald Ready and Carrie Ready, who acknowledge the execution of the foregoing instrument.

WITNESS my hand and Notarial seal this 2nd day of April, 1999

My commission Expires: Feb 2, 2001

[Signature]  
(signature) Notary Public  
Kelli F. Estes (printed)

County of Residence: LAKE