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Above This Line for Recording Date)

MORTGAGE MORRIS W. CARTER

THIS MORTGAGE is made this 18th day of Ottobar 1978 DER Mortgagot, SERGIO J. FERRER AND STELLAM, FERRER, HUSBAND AND WIFE between the (herein "Montgagor" or "Sorrower"), and the Mortgagec, RaulCredit Corporation of In. a corporation of and existing under the laws of Indiana whose address to 2646 Rightmay Avenue, Suits 102 Rightland, Indiana 46327-1613 a corporation organized (herein "Mortgagoc" or "Lander").

Dollars (U.S. 3 28.920.04 which indebteduese is coldenied by Berrower's note dated \_\_October 18, 1999 executions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on November 1, 2014

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 Morigage; and the performance of the covenants and agreements of Secretary herein contained, Borrower does hereby morigage, warrant, grant and convey to Lender the following described property located in the County of LAKE.

State of Indiana.

Legal description of mortgaged property:

SEE EXHIBIT "A" HERETO ATTACHED AND BY THIS REFERENCE MADE A PART EEREOF

the Lake County Recorder!

which has the address of 639 GOSTLIN STREET SAMMOND, by 46327

(Revenue, City, State, Zip Code) [herein Property Address]

TOGETHER with all the improvements now or bereicher creeted on the property, and all essements, rights, appurtenances, routs, 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 immediate if this Mortgage is on a leasthold) are hardware referred to as the "Property."

Bettown coverents that Borrower is invitily scient of the some hardy conveyed and has the right to mortgage, warrant, grant and convey the Property, and that the Property is unequality the except for socymbraness of report. Borrower coverants that Borrower warrants and will defend surgestly the title to the Property against all fellows and demands, subject in estamphysicals of

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to enoughwareast of

THIS MORTGAGE combines uniform coverents for national use and non-nulform coverants with limited variations by jurisdiction to constitute a uniform Mongage covering real property.

- UNIFORM COVENANTS. Becrower and Lender covenant and agree as follows.

  1. Payment of Principal and Interest: Propayment and Late Charges. Bosrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, lane charges and other charges due under the Note.
- Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower thall pay to Lender on the day stouthly payments of principal and interest are payable under the Noin, until the Note is paid in fall, a sum therein "Fands") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may ausin priority over his Mortgage and ground rents on the Property, if any, 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.

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If Borrower pays Punds to Lender, the Friads shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Leader if Leader is such an instruction). Leader shell apply the Funds to pay said taxes, assessments, insurance premiums and ground muss. Leader may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lander 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, Lander shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to wer, 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 the sums secured by this Mortage.

If the amount of the Funds held by Lender, together with the fewer morthly installments of Funds psyable prior to the due dates of taxes, assessments, insurance premiums and ground reads, shall exceed the amount required to my said taxes, assessments, insurance premiums and ground reads as they fall due, such excess shall be, at Borrower's uption, atther promptly repaid to Borrower or credited to Borrower or monthly installments of Funds. If the amount of the Funds held by Lender shall out be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Leader any amount necessary

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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 Punds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lander, Lander shall apply, no later than immediately prior to the sale of the Property or its sequisition by Londer, any Funds held by Londer at the time of application as a grodit against the sums secured by this Mortgage.

Application as a redit against the suchs secured by this Mortgage.

Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shell be applied by Lender first in payment of anothers payable to Lender by Borrower under paragraph 2 hereof, then to inserest payable on the Note, and then to the principal of the Note.

4. Prior Marigage, and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of thist or other security agreement with a Hen which has priority over this Mortgage, including Borrower's coverants to make payments when due. Borrower shall pay or ornse to be paid all taxes, essessments and other charges, fines and importants articulable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and lessabeld payments or ground reads, if any. In the event Borrower Each to pay any due and payable Property Taxes, Lender when the principal amounts of the losin secured by the Saravity Institutes the payment of the losin secured by the Saravity Institutes the payment of the losin secured by the Saravity Institutes the payment of the losin secured by the Saravity Institutes the contents are priority and the contents and payable to the payment of the priority. discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instrument on which impost shall secure at the contract rate set forth in the Note.

| Raward Insurance, Borrower shall keep the improvements now existing or horeafter exected 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 unceasonably withheld. In the event Borrower falls to maintain begard insurance (including any required food insurance) in an amount sufficient to satisfy all indebtedness, fiest, and charges ewed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such inturance naming Lender as the sole marriages (single intense overnge). Lender may add any promiums paid for such insurance to the principal amount of the toan secured by this Security Instrument on which interest shall accouse at the contract rate set forth in the Note. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard marriage clause in fivor of and in a form acceptable to Lender thall 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 Lander. Lender may make proof of loss

if not made promptly by Bostower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is maffed by Lendar to Borrower that the insurance carrier offers to scule a claim for insurance benefity. Lendar is authorized to collect and apply the insurance proceeds at Londer's option eather to restoration or repair of the Property or to the sums occurred by this Mortgage.

6. Preservation and Maintenance of Property: Lassaholder Condomiature; Flanced Unit Developments. Betrower shall keep the Property in good repair and shall not commit waste or purity impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominhum or a planned unit development, Borrower shall perform all of Borrowers obligations under the declaration or coverents creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

 Protection of Lender's Security. If Sorrower falls to porform the covenants and agreements commenced in this
Montgage, or if any action or proceeding is commenced which superally affocts Lunder's interest in the Property including without limitation, a proceeding in brakruptcy, probate, condemnation, or similar actions, then Londor, or Lendar's option, upon notice to Borrower, may make such appearances, disputes such such such action as is macessary to protect Lender's interest. In addition, Mortgager coverants at all titrue to do all things measury to defend the title to all of the said property, but the Mongages shall have the right at any time to intervene in any suit affecting such title and to employ independent counted in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Mongagor surces either (1) to pay the Montgagoe all reasonable expusses paid or incurred by it in respect to any such suit affecting this to any such property, or affecting the Montgagoe's liens or rights bereunder, including, ressouable fees to the Montgagoe's atterneys or (2) to permit the addition of such expenses, come, and atterneys sees to the principal balance of the Note(a) secured by this Mortgage on which interest shall accrue at the Note rate.

If Lender required mortgage insurance in a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Bostower's and London's written agreement of opplicable law.

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

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

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If Barrower pays Pands to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shell epply the Funds to pay said texas, assessments, insurance premiums and ground muss. Lander may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lander pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and bills, unless lander 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, Lander 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 reade. The Funds are pledged as additional security for the sums secured by this Mortage.

If the amount of the Funds held by Leuder, together with the future monthly installments of Funds psyable prior to the due dates of taxes, assessments, insurance premiums and ground reats, shall exceed the amount required to ray said taxes, assessments, insurance premiums and ground reats as they full due, such excess shall be, at Borrower's option, either promptly repaid to Horrower or credited to Borrower op monthly installments of Funds. If the amount of the Funds held by Lender shall out be sufficient to pay taxes, associaments, insurance premiums and ground rame as they fall due, Sourower shall pay to Lender my amount necessary to

make up the deficiency in one or more payments as Londer may require.

Upon payment in full of all sums secured by this Mongage, Leader shall promptly redund to Borrower any Punds held by Leader. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Leader, Lander shall apply, no later than immediately prior to the sale of the Property or its acquisition by London any Funds held by London at the time of application as a grodit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shell be applied by Lender first in payment of anothers payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Megranges and Deeds of Trust; Charges; Lieux. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage, including Botrower's covenants to make payments when due. Borrower shall pay or owner to be paid all takes, assessments and other charges, fines and importions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and lessafeld payments or ground reals, it any. In the event Sorrower tails to pay any due and payable Property Texes, Lerder thay, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instrument on which interest shall socrac at the contract rate set forth in the Note.

Basard Insurance. Barrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "entended coverage", and such other hazards as Lender may require

and in such amounts and for such periods as Lender may require.

The insurance carner providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be ware somethy withheld. In the event Borrower falls to maintain hexard insurance (including any required flood interance) in an amount sufficient to satisfy all indehedness, fees, and charges owed Lander (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole marriages (single interest coverage). Lender may add any promiums path for such insurance to the principal amount of the toan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. All immunoc policies and renewals thereof shall be in a form acceptable to Lander and shall include a standard margage clause in flavor of and in a form acceptable to Lander. Lander shall have the right to hold the potents and renewals thereof, subject to the ferms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Martgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make proof of loss

if not made promptly by Borrower.

If the Property is abundaned by Borrower, as if Borrower fails to respond to Lender within 30 days from the date notice is maffed by Landar to Borrower that the insurance carrier offers to scule a claim for insurance benefits. Lendar 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 occurred by this Mortgage.

6. Preservation and Maintenance of Property: Leastholds: Condemnature; Planued Unit Developments. Betrower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasthold. If this Mortgage is on a unit in a condemnature or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of coverants exacting or governing the condomination or planned must development, the by-laws and regulations of the condominum or planned unit development, and constituent documents.

 Protection of Lender's Security. If Borrower falls to perform the covenants and agreements concerned in this
Mortgage, or if any action or proceeding is commenced which materially affects Lunder's interest in the Property including without ilmitation, a proceeding in bankruptcy, probate, condemnation, or sentiar actions, then Londor, at Lendar's option, upon notice to Borrower, may make such appearances, disbutes such such such action as is movestary to protect Lender's interest. In addition, Mortgager coverants at all times to do all things haceasary to defend the title to all of the and property, but the Morrgages shall have the right at any time to intervene in any suit affecting such litle and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Morrgages agrees either (1) to pay the Morrgages all reasonable expenses paid or incurred by it in respect to any such suit affecting this to any such property, or affecting the Morrgages's liens or rights hereunder, including, reasonable foot to the Morrgages's attorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) scoured by this Mortgage on which interest shall accrue at the Note rate.

If Lender required mortgage maurance in a condition of making the loan secured by this Mortgage, Bostower shall pay the premiums required to melatain such insurance in effect until such time as the requirement for such insurance torminates in

accordance with Borrower's and Londer's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest theroon, 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 from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lander to incur any expense or take any action hereunder.

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

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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 licu of condemnation, are horeby assigned and shall be paid to Leader, subject to the terms of any mortgage, deed of trust or other accurring agreement with a licu which has priority over this Mortgam.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the same secured by this Mongage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commune proceedings against such successor or robust to extend time for payment or otherwise modify amortization of the successor or robuse sums secured by this Morrage by reason of any department by the original Borrower and Borrower's successors in inverest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy.

11. Successors and Andgris Bound; Joint and Several Liability; Co-signers. The covenants and agreements horsin contained shall bind, and the rights herounder shall inters to, the respective successors and assigns of Lender and Bourewer, subject to the provisions of paragraph 16 hereof. All coverants and agreements of Bostower shall be joint and several. Any Bostower who co-signs this Mortage, but does not execute the Note, (a) is so-signing this Mortage, only to mortgage, warrant, grant and convey that Bostower's interest in the Property to Loader under the terms of this Mortage, (b) is not personally hable on the Note or under this Mortage, and (c) agrees that Lender and any other Bostower's interest in the Personally hable on the large of the Note without the Bostower's consent and without releasing that Bostower'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 Maragage shall be given by delivaring it 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 Londor us provided herein, and (b) any notice to Londor shall be given by certified mail to Londor's address stated herein or to such other address as Londor may designate by notice to Borrower are provided herein. Any notice provided for in this Mortgage shall be descried to have been given to Borrower or Londor whan given in the transact designated herein.

13. Governmen Laws Bewershiller. The state and load hour analysis to the state of the

13. Governing Law: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property as located. The foregoing sentence shall not limit the applicability of rederal law to this Mortgage. In the event that any provisions of this Mortgage or the Note conflicts with applicable law, such conflict, shall not affect other provisions of this Mortgage and the Note which can be given affect without the conflicting prevision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "cours", "expenses" and "attorneys bees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Berrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Morigage at the time of execution or after recordation hereof.

16. Reliabilitation Lean Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repart, of other lean agreement which Borrower arrors 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 defensed which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Present.

Transfer of the Property or a Beneficial Interest in Berrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural portion or persons but is a corporation, partnership, that or other legal entity) without Londar's prior written commun, excluding (a) the creation of a lian or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household applicance, (c) a transfer by devise, doscent or by operation of law muon the death of a joint tenant or (d) the grant of any lossehold interest of three years or less not containing an option to purchase, Lander may, at Lender's option, declars all the sums secured by this Mortgage to be immediately the and poyable.

If Lender exercises such option to accelerate, Lander shall mail Borrower notice of acceleration in accordance with paragraph 12 instead. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such some prior to the expiration of such period, Lender may existent further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 horses. Lender may existent a subject transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferrer as if a new loan were being made to the transferrer; (2) Lander reasonably determines that Lender's security will not be impaired and that the risk of a breach of any coverant or agreement in this Mortgage is acceptable (3) interest will be payable on this sums accured by this Mortgage at a rate acceptable to Lender; (4) changes in the errors of the Note and this Mortgage required by Lender are under including, for counting, periodic edjustment in the interest rors, a different final payment due for the form, and addition of unput interest to principal; and (5) the transferrer is the sumption agreement that is acceptable to Lender and that obligates the transferrer to keep all the promises and agreements made in the Note and in this Mortgage, as modified if required by Lender. To the extern permitted by applicable law, Lender also may charge a reasonable for as a condition to Lender's consent to any sale or transfer

Borrower will continue to be obligated under the Note and this Morrgage unless Lender felenses Borrower in writing NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Empty as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Londer prior to exceleration 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 sused; and (4) that fixture to cure such breach on or before the date spounded in the notice may result in Booolexation 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 nonaxistence of a default or any other dafense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Leader, at Leader's option, may declare all of the sums accurated by this Mortgage to be immediately due and payable without further domain and tony foreclosure this Mortgage by judicial proceeding. Subject to applicable law, Leader shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, a reasonable atterneys' fee, which for shall be allowed and past as part of the decree of judgment in such proceeding, and coars of abstracts, title report and documentary evidence.

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Borrower's Right to Reinstate. Notwithstanding Lander's accolumnion of the sums secured by this Mortgage due 18. 18. Borrower's Right to Reinstain. Notwinstanding Landers noceitation or me sums secured by time manager 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 judgment enforcing this Mortgage if. (a) Borrower paye Lender all sums which would be then due under this Mortgage and the Note had no acciteration occurred; (b) Borrower curse all breaches of any other coversum of agreements of Borrower contained in this Mortgage, (c) Borrower paye all reasonable expenses incurred by Lender in embrying the coversums and agreements of Borrower contained in this Mortgage, and in embrying fundamental and agreements of Borrower contained in this Mortgage, and in embrying lander's remedies as provided in paragraph 17 house fundamental and agreements of Borrower contained in this Mortgage, and in embrying landers are made of the paragraph in the coversum and agreements of Borrower contained in this Mortgage. towards an agreement of norrower common in this Mortgage, and is extorting Lander's remediat as provided in paragraph 17 hereof, including, but not limited in, reasonable attenties's Sees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lies of this Mortgage, Lander's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall centime unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration has occurred. 19. Assignment of Reats; Appaintment of Receiver. As additional security normalizer, pursues successful Lender the reals of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of Lender the tents 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 rotain such reuts as they become due and psyable. Upon anceleration under puragraph 17 laceof or elementous in the Property, Leader shell be entitled to have a receiver of the Property and to collect the receits of the Property lacking by a sourt to collect the reads of the Property lacking. 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 irmited to, receiver's fice, premiums on receiver's bonds and reasonable sucresses fies, and then to the sures secured by this Mortgage. The receiver shall be liable to account only for those rears actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Londor shall release this Mortgage without charge to BOLTON III. 21. Waiver of Valuation and Appraisoness. Borrower hereby waives all right of valuation and appraisonent.
22. Eliters to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage. the covenants and agreements of each such rider shall be preopporated into and shall amend and supplement the covenants and agreements of this Moragage and the most(s) were a part of this Moragage. [Check applicable box(es)].

Adjustable Rate Rider 1-4 Pamily Rider Planned Unit Development Rider Recorder! X Other(a) (specify) SER ATTACHED EXITERIT 23. Conformity With Lews. If any provision of this Mortgage is found to be in violation of any law, rule or regul which affects the validity and/or enforceability of the Note and/or Mortgage, that provision shall be deemed modified to comply with applicable law, rule, or regulation.

REQUIST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGACES OR DEEDS OF TRUST

Borrower and Lender request the holder of any moragage, deed of trust or other escumbrance with a firm which has priority over this Mortgage to give Notice to Lender, at Lender's address ser forth on page one of this Mortgage, of any definit under the superior encumbrance and of any sale or other foreclosure action.

TE OF INDIANA County ss: On this 18th day of October 1999 before me, the undersigned, a Notary Public in and for said County, personally appeared STRGIO I, FERNER AND STELLA M. SERRER, HUSBAND AND WIFE and anthowledged the execution of the foregoing instrument. WITNESS my hand and afficial seel My Commission expires:

This instrument propered by: Mema Hrness
(Space Helow This Line For Lender and Reserver)

IN WITNESS WHEREOF, Borrower has executed this Morrese

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County, India

Official Seal Jessica K. Badten Notary Privince

My Commission Expires 5/02/07

LOT 42, BLOCK 1, GOSTLIN'S ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 1, PAGE 103, IN LAKE COUNTY, INDIANA

## NOT OFFICIAL!

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