STATE OF INDIANA
LAZE COUNTY
FLED FOR RECORD

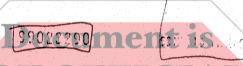
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MORRIS W. CARTER RECORDER







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THIS MORTGAGE ('Security Instrument') is given on February 25, 1999

("Borrower"). This Security Instrument is given to
FIGUS FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS

which is ofganized and existing under the laws of address is 600 SOUTH GREEN STREET, CHICAGO, ILLINOIS 60607 ("Lender"), Borrower owes Lender the principal sum of Thirty Six Thousand and no/100-

Dollars (U.S. \$

This debt is evidenced by Botrower's note dated the same date as this Security Instrument ("Note"), which provides for mountity payments, with the full debt, if not paid earlier, due and payable on March 2, 2009.

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 (e) the performance of Borrower's covenants and agreements under this

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This Document is the property of Security Instrument and the Note. For this purpose, Botrower does hereby mortgage, grant and convey to Lender the tollowing described property located in LAKE County, in anal THE BOUTHERLY 46 PPET OF THE HORTHERLY 102 PEET OF LOT 12, AS MEASURED BY A LIHK PAPALLEL TO THE HORTHERSFERLY LINK OF SAID LOT 12, BLOCK 3, UNIT 1 OF MODDMAR, HAMMOND, AS SHOWN IN FLAT HOOK 21, PAGE 7, IN LAKE COUNTY, 1HDIAMA.

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Upon payment in foll of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Ht under paragraph 21, Lender shall again upon early life Property, clenter, prior to the acquistions or sale of the Property, shall apply any Funds held by Lender at the time of acquistion or sale as a credit against the sums secured by this Security Instrument.

3] Application of Payments, Unless applicable has provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied. Brist, in any pergap men charges due under the Noice, secund, to anomins pay able under paragraph 2 third, in moreis due, fourth, to principal due, and last, to any tate clarges due under the Noice.

4] Charges, Elene, licrower shall pay all taxes, assessment, charges, fines and impossitions attributable to the Property which may affain priority lover tills. Security bratument, and beached uponessor or greund remai, If any florower shall pay these obligations in the immore provided in paragraph 2; of those paid hold the interval payment of the payment of the paragraph. It Borrower shall provide the priority of the person week payment, the provided in paragraph 2; of the payment will be payment of the payment of the obligation recursed by the feet in a manner acceptable to I ender; the contexts in good fault the lien by, or defered as actuart enforcement of the lien in, legal proceedings what in the Lender's opinion operate to early reveal the enforcement of the lien in, legal proceedings what in the Lender's opinion operate to early reveal the enforcement of the lien in, legal proceedings what in the Lender's opinion operate to early reveal the enforcement of the lien, of (a) secures from the highest of the hear an agreement standarday in I ender an advantage to the process of the pr

monodiately prior to the acquisition.

6. Occupancy, Preservation, Malnitenance and Protection of the Property; Borrower's Loan Application; Leascholds, Borrower side occupancy, unless Lender otherwise agrees in writing, which consents shall not be unreasonably withheld, or unless extension of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consents shall not be unreasonably withheld, or unless extensiting criterional necessary which is object to writing, which consents shall not be unreasonably withheld, or unless extensiting processing the which are beyond Borrower's control. Borrower shall be in default if any forfeiture action or proceeding, whether civil occuminal, is begin that in Lender's good faith judgment could result in forfeiture of Property or otherwise materially impair the lien created by this Security Instrument or Lender's second interest. Borrower may cure such a default and reinstate, as provided in prograph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the foan application process, gave materially false or inaccurate information or statements to Lender to falsed 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 to, representations concerning Botrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

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leasehold. Regioner shall comply with all the provisions of the leave. 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 fulls to perform the covenants and agreements contained in this Security Instrument, or there is a degal proceeding that may dignificantly affect tender's rights in the Property (such as a proceeding in bankruptery, probage, for condemnation or forfeture or to enforce laws or regulations), then Lender may do and past for whotever 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 free Walch 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 no.

Any announty disturred by Lender under this paragraph 7 shall become additional debt of Botrower secured by this Security Instrument, Unless Botrower and Lender agree to other terms of payment, these announts 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.

payment.

8. Muritagge Insurance. If Lender required moritage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the marriage insurance in effect. If, for any reason, the mortgage insurance everage required to Lender Inpass or cases to be in effect, becomes shall pay the premiums required to obtain coverage substantially equivalent to the muritage insurance previously in effect, at a cost substantially equivalent to the cost in Borrower of the mortgage insurance coverage insurance previously in effect, at a cost substantially equivalent to the cost in Borrower of the mortgage insurance coverage is not available. Borrower shall pay to Lender the month a sum equal to one-twelfth of the yearly untriage insurance previously in effect. Borrower when the insurance coverage lapsed or created to be in effect, Lender will accept, use and retain these payments as a lost receive in lieu of mortgage insurance. Last reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount studied by an insurer approved by Lender again becomes available and is obtained, therower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a lost veserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Barrower and Lender or applicable law.

9. Inspection's 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 caute for the inspection.

10. Condemnation. The proceeds of any award or claim for damager, direct or congenital, 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.

condemnation or other taking of any part of the Property, or for conveyance in fieu 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 mediately before the taking, in equal to a greater than the absolute of the turns secured by this Security Instrument atmediately before the taking, and borrower and Lender offerwise 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 saims secured immediately before the taking, divided by thi the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise given in writing or unless applicable law otherwise provides, the proceeds shall emplied to the sums secured by this Security Instrument whether or not the turns are time 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 actic 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, whicher or not plen due.

11. Borrower Not Released; Forberrance by Lender to a Waiver, Extension of proceeds to principal shall not extend or option the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount o

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 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 Form 301B 330

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Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morigage, 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, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that burrower's consent.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which set maximum boan charges, and that law is finally interpreted so that the insecurity Instrument is subject to a law which set maximum boan charges, and that law is finally interpreted so that the insecurity Instrument is subject to a law which set maximum boan charges, and that law is finally interpreted so that the insecurity Instrument is subject to a law which set maximum boan charges, and that law is finally interpreted so that the insecurity Instrument is subject to a law which set maximum boan charges, and that law is finally interpreted so that the insecurity Instrument shall be given interestly to reduce the charge to the permitted limits, then: (a) any such bar great payment the subject to the insecurity Instrument shall be given by delivering it or by mailing it by first class mail to be applicable law requires use of another twelford. The moties shall be directed to the Property Address in any other address Borrower designates by notice to Lender. Any notice to Borrower designates by notice to Lender. Any notice to lender that the given by first class mail to Lender's address landed herein or any other address Lender designates by notice to Lender thall be given to the Borrower of the interpretation of the Note conflicting provision. To this end the provisions of this Security Instrument and the law of the jurisdiction in which the Property is logged. In the event that any provision or clause of this Security Instru

to be severable.

to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any fact of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is said or transferred and Borrower is not a natural persons 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 in prohibited by federal law as of the date of the Security Instrument.

of this Security Instrument.

If Lender exercises this uption, Lender shall give Borrower notice of acceleration. The notice shall provide a period of unities than 30 days from the date the notice is delivered of mailed within which Borrower must pay off sums occurred by this Security Instrument without further dotice or demand on Borrower.

By Borrower's Right to Reinstales, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument without further dotice or demand on Borrower.

By Borrower's Right to Reinstales, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument Maximiliation at any time prior to the collect of (a) 8 days on such other period is applicable law may specify for reinstalement before sale of the Property pursuant to any sower of sale contained in this Security Instrument, for (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; the curve any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument conditions, but into Borrower for temporal reservants, (c) pays all expenses incurred in enforcing this Security Instrument and the Note as it no acceleration had occurred; the curve any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument and the life of this Security Instrument shall continue unclainged. Upon reinstalement—by Horower, this feculty Instrument and the publications accurred hereby viall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under patograph 17.

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 patagraph 17.

19. Safe of Note: Change of Luan Servicer. The Note or a partial interest in the Note (topether with this Sectivity Instrument) may be sold one or more times without prior notice to florrower. A safe may result in a change in the entity (known as the Tuon Servicer) that collects monthly payment dee under the Note and this Security Instrument. There also may be one or more change of the Loan Servicer and Servicer related to a safe of the Note. If there is a change of the Loan Servicer, florrower 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 information monitor by noticedle law.

natures to the new tons service and the anisets to what payeans should be finded to be seek as a service of any information required by applicable fave.

10. Hazardous Substances 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 surrage 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.

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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 multical by any governmental or regulatory authority, that any remost all or other remediation of any Hazardous Stebtance affecting the Property is necessary. Borrower shall promptly take all necessary tremedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardouis Substances" are those substances of efficient or hazardous, substances by brovitenmental Law and the following substances; geastine, kervenee, other flammable or toxic petroleum products, toxic pesticides and herbicides, solatile solventa, materials contouing asbestos at formaldelipide, and radioactive materials. As used in this paragraph 20, "Environmental Law and laws of the jurisdiction where the Property is located that relate to health, sofety or environmental protection.

NON-UNITORM COVENANTS. Borrower and I ender further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give e-affect to florrower prior to weederation following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to weederation under paragraph 17 unless applicable law provides otherwise). The notice shall give e-affect to florrower, by which the default or cure the default on the before the day specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judical proceeding and sale of the Property. The notice shall cutther inform Borrower of the right to relaxate after security and proceeding and sale of the Property. The notice shall cutther inform Borrower of the right to relaxate after security and proceeding and sale of the Property. The notice shall cutther inform Borrower to default is not cured on or before the date speci

without charge to Borrower.

23. Walver of Valuation and Appraisement, Borrower waives all right of valuation and appraisement.

24. Riders to this Security Instrument. If one or more riders are executed by Horrower and recorded together s Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and au-

e covenants and agreements of this Security	instrument as if the rider(s) were a part	of this Security Instrument.
freck applicable box(es)		OEAU S
Adjustable Rate Rider Graduated Payment Rider Balloon Rider VA Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) (specify)	1 - Family Rider Biweekly Payment Rider Second Home Rider

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BY SIGNING BELOW, Borrower an Witnesses:	accepts and agrees to the terms and covenants of differentied with it	Contest (Seal)	
NEATE OF INDIANA. On this 25th day of and for said County, personally appeare		(Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)	4 - -
My Commission Explice. My Commission Explice. ACO ATO. The fusionment was prepared by DOCH PICES FUNDED. ACRESSES. IN ACCORDANCE AND CONTRACT OF THE PICES FOR THE PICE	and acknowledged the	NCIAL EKRVICES, INC.	
ARION GEAT	Project 7 est 7	Form 3018 9/80	

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Certification Letter

Morris W. Carter

Recorder of Deeds Lake County Indiana 2293 North Main Street Crown Point, In 46307 219-755-3730

fax: 219-648-6028

State of Indiana) County of Lake)

This is to certify that I, Morris W. Carter, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of

a Mortgage

as recorded

in 99023290

This Document is the property of the Lake County Recorder!

as this said document was present for the recordation

when MORRIS W. CARTER

was Recorder at the time of filing of said document

Dated this 20TH

day of January

2000

Morris W. Carter, Recorder of Deeds Lake County Indiana

Form # 0023 Revised 8/97

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