

RECORDING REQUESTED BY

STATE OF INDIANA  
LAKE COUNTY  
FILED IN RECORD

LOAN # 23088

2000 021921

2000 MAR 30 PM 12:49

ATTENTION: MARIA WRITER

MORRIS W. CARTER  
RECORDER

Name INDEPENDENT MORTGAGE  
Street Address 1855 W. KATELLA AVE., SUITE 355  
City State Zip ORANGE, CA 92867

SPACE ABOVE THIS LINE FOR RECORDER'S USE

(59113500)

**MORTGAGE**

THIS MORTGAGE is made this 1st day of MARCH, 1999, between the Mortgagor, CAROLYN S. MESCHEDÉ

INDEPENDENT REALTY CAPITAL CORP.

(herein "Borrower"), and the Mortgagee,

existing under the laws of

THE STATE OF CALIFORNIA whose address is

2401 E. KATELLA AVE, SUITE 500, ANAHEIM, CA 92806

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00, which indebtedness is evidenced by Borrower's note dated MARCH 1, 1999 and extensions 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 MARCH 4, 2019;

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 Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender the following described property located in the County of LAKE, State of Indiana:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

APN: 04-05-0041-0046



which has the address of

2600 EAST 153RD AVENUE

(Street)

HEBRON

(City)

Indiana

43085

(Zip Code)

("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, 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 leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

INDIANA SECOND MORTGAGE-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

American Docs  
17911 Von Karman  
and Floor  
Irving CA 92614  
48778

2400  
5

AST 2000 021921

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

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, 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.

If Borrower pays Funds 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 shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender 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, Lender 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 made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to 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 Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payment received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts 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 Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, 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 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 unreasonable withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall 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 Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender 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 secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fail to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as 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 Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by lender pursuant to this paragraph 7, with interest thereon, 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 Lender to incur any expense or take any action hereunder.

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

**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 lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in Exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements Herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower'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 Mortgage shall be given by delivering 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 Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters 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 defenses which Borrower may have against parties who supply labor, materials or services in connection with improvement made to the Property.

**16. 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

**17. Acceleration; Remedies.** Except 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, Lender prior to acceleration 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 cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue 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 had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents 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 retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or 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. All 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 attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

**21. Waiver of Valuation and Appraisal.** Borrower hereby waives all right of valuation and appraisal.

REQUEST FOR NOTICE OF DEFAULT AND  
FORECLOSURE UNDER SUPERIOR SECURITY  
DEEDS, MORTGAGES OR DEEDS OF TRUST

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

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

*Carolyn S. Meschede*  
CAROLYN S. MESCHEDÉ ..... -Borrower ..... -Borrower  
..... -Borrower ..... -Borrower

STATE OF INDIANA  
COUNTY OF LAKE  
On 3-1-99 before me, BARBARA A. GURA, A.P.  
(here insert name and title of the officer)  
personally appeared CAROLYN S. MESCHEDÉ

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS my official hand and seal.

Signature *Barbara A. Gura* (Seal)  
NOTARY EXPIRES 6/2/2000

PREPARED BY: MARIA WRITER  
OF: INDEPENDENT MORTGAGE COMPANY  
1855 W. KATELLA AVENUE  
SUITE 355  
ORANGE, CA 92867

When recorded mail to: Cheryl Rivas  
AMERICAN DOCS  
17911 Von Karman Ave., 2nd Floor  
Irvine, CA 92614  
(888) 477-4780

MAR. 8. 1999

3:23PM

AMERICAN TITLE CO

NO. 943

P. 3/3

**LOT BOOK GUARANTEE**  
*Issued Through*  
**AMERICAN TITLE**



Page 2

Customer: INDEPENDENT MORTGAGE COMPANY  
Order No. 59113500  
In re: NESCHÉDE: CAROLYN

**LEGAL DESCRIPTION**

LAKE COUNTY, STATE OF INDIANA:

Part of the Northeast 1/4 of section 2, Township 33 North, Range 8 West of the 2nd P.M. Described as follows:

Beginning at a point in the South line of said Northeast 1/4, being 1726.89 feet West of the east line thereof, thence South 88 degrees 29 minutes West along the said South line of the parcel conveyed to Donald R. and Delores L. Paulson on November 23, 1993 as Doc. No. 93078450 a distance of 255.48 feet to the southwest corner of said conveyance; thence North 00 degrees 03 minutes 14 seconds East along the West line of said conveyance 579.75 feet to the Northwest corner thereof; thence North 88 degrees 23 minutes 57 seconds East along the North line of said conveyance 253.49 feet; thence South 00 degrees 03 minutes 14 seconds West 580.13 feet to the point of beginning, containing 3.4 acres in Lake County, Indiana.

- E N D -

**STOP**



Certified To Be A True  
And Correct Copy



Received Time

**AMERICAN TITLE**  
Mar. 8. 2:16PM

Customer: INDEPENDENT MORTGAGE COMPANY  
Order No. 59113500  
In re: MESCHEDE: CAROLYN

*Exhibit A*

LEGAL DESCRIPTION

LAKE COUNTY, STATE OF INDIANA:

Part of the Northeast 1/4 of Section 2, Township 33 North, Range 8 West of the 2nd P.M. Described as follows:

Beginning at a point in the South line of said Northeast 1/4, being 1726.89 feet West of the east line thereof, thence South 88 degrees 29 minutes West along the said South line of the parcel conveyed to Donald R. and Delores L. Paulson on November 23, 1993 as Doc. NO. 93078450 a distance of 255.48 feet to the southwest corner of said conveyance; thence North 00 degrees 03 minutes 14 seconds East along the West line of said conveyance 579.75 feet to the Northwest corner thereof; thence North 88 degrees 23 minutes 57 seconds East along the North line of said conveyance 255.49 feet; thence South 00 degrees 03 minutes 14 seconds West 580.13 feet to the point of beginning, containing 3.4 acres in Lake County, Indiana.

- E N D -

STOP



Closing Date

Commitment No.

### AFFIDAVIT/ESTOPPEL CERTIFICATE

To induce THE TITLE OFFICE, INC. to issue a policy in accordance with the above commitment, the undersigned Seller and/or Mortgagor being first duly sworn, deposes and says as follows:

1. The Seller/Mortgagor is the owner of the real estate referred to in the above referenced commitment.
2. The Seller/Mortgagor is a citizen of the United States, is of legal age, has not been divorced since purchasing the real estate, and has never been known by any other name (except name change due to marriage).
3. That no proceeding in bankruptcy or receivership have been instituted by or against the deponents, nor have deponents made any assignment for the benefit of creditors which is in effect as to said real estate.
4. That there are no actions or proceedings now pending in any State or Federal Court, nor any State or Federal tax liens, or any other State or Federal lien of any kind or nature which could constitute a lien or charge against real estate.
5. That there are no delinquent real estate taxes or unpaid current real estate taxes, special assessments or pending assessments, or unpaid utility bills which may constitute a lien against said real estate, nor have we received notice that the Homestead Exemption, if any, affecting premises has been denied.
6. That there are no unpaid bills or claims for labor, services, or material furnished for alteration, repair or construction of any improvement to said real estate, and no such alteration, repair or construction has ocured within the last 120 days, except:
7. That unless otherwise indicated, the real estate is occupied by deponent(s), and there are no recorded are unrecorded mortgages, liens, leases, or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate, except as noted in the above referenced commitment.
8. That no dispute exists between deponent(s) and others concerning the title to said real estate, the boundary lines or same, or the location of the improvements upon this real estate or the adjoining real estate.

**FURTHER, DEPONENT(S) SAY(S) NOT,**

**SELLER:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**BUYER/BORROWER:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and sworn to before me this

15<sup>th</sup> day of MARCH

1999

Sabrina A. Linn  
Notary Public,

LAKE County, INDIANA

My Commision Expires: 6-2-2000



### ORDER TO ISSUE POLICY

Please issue your Title Insurance Policy pursuant to the above numbered Commitment. Please check if applicable:

- Immediately, all necessary documents have been recorded or have been sent in for recording.
- After the required documents (which are being mailed in) are recorded.
- After recording of the attached documents (recording funds must be attached):
  - Deed  Memorandum of Land Contract
  - Mortgage Discharge
- Party insured is a contract purchaser and a copy of the contract (which will not be recorded) is attached hereto.
- Check for premium attached.
- Mortgage proceeds will be used for new repairs or improvements.
- There is a current survey on the premises and it is attached hereto or will be forthcoming.

**DELIVER POLICY TO:** \_\_\_\_\_

Caution: Please read this form carefully as you are making certain representations upon which we will base the issuance of a title insurance policy.