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MORTGAGE

DEFINITIONS Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, Words used in multiple sections of this document are also provided in Section
13, 18, 20 and 21. Certain rates 73 16. (A) "Security Instrument" means this document, which is dated
Borrower is the mortgagor under this Security Instrument. (C) "Lender" is DEMOTTE STATE BANK organized and existing under the laws of Lender is a CORPORATION Lender's address is THE STATE OF INDIANA Lender's address is IN 46310. Lender is the mortgagee under this Security Instrument. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND NOTION. The Note states that Borrower has Dollars (U.S. \$.105,000.00. "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (E) "Pr
INDIANA — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000 ret: 1/2001 Page 1 of 11 pages)

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(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial originals.

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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 covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment to Section 3. and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Payments due under the Note and this Security instrument shan be made in U.S. currency. However, it any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to the control of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) more order; (c) Instrument be made in one or more of the following forms or cash; (c) Instrument by the following forms or cash; certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time. Lender shall either apply such finds or return them to Borrower. reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, reasonable period of time, Lender snall educer apply such funds of return them to borrower. It not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from the coverage and agreements and agreements.

offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If

amount to pay any late charge due, the payment may be applied to the delinquent received and the late charge. If from Borrower to the more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that repayment of the Periodic Payments is applied to the full payment of one or more Periodic Payments, such excess any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments are due under the 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and other items which can attain priority over this Security Instrument as a lien or encumbrance on the assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the assessments, if any, or any sums payable by required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by required by Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, if any, or any sums payable by required by Lender in lieu of the payment of Mortgage Insurance premiums, if any, or any sums payable by Rection 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Section 10. These items are called "Escrow Items." Assessments, if any, be escrowed by Borrower, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower and such dues, fees and assessments shall be an Escrow Item. Borrower shall pay Lender the Funds for Escrow Items at any time. Any such waiver may only be in obligation obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for

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INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT connection with the review of any flood zone determination resulting from an objection by Borrower. shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and tertification and tracking services; or (b) a remappings or similar charges occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the navment of any fees imposed by the Federal Emergency Management Agency in providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right chall not be evercised unreasonably. Lander may require Borrower in connection with this 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

Borrower any Funds free in writing to the payment of the obligation secured by the lien in Lender of the lien in Lender secured by the lien in Render seceptable to enforcement of the lien in Lender of the lien in Lender secured by the lien in Render seceptable to enforcement of the lien in Lender secured by the lien in Render seceptable to enforcement of the lien in sproceedings which in Lender spinion operate to prevent the security instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this section 4.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower so deficiency of Funds held in escrow, as defined under RESPA, Lender shall pay to Lender the amount payments.

RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower as required by the SPPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to

and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

It there is a curality of Funds hald in accross as defined under DESDA I ander shall account to Borrower, Verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing however that interest shall be paid on the Funds. Borrower and Lender can agree in writing however that interest shall be paid on the Funds. Borrower and Lender can agree in writing however that interest shall be paid on the Funds. Borrower and Lender can agree in writing however that interest shall be paid on the Funds. Borrower. expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall apply the Funds and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits werifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits

contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an obligated under Section 9 to repay to Lender any exercise its rights under Section 9 and pay such amount and Borrower shall then be Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revoke the waiver as to any or all bands, at any time by a notice given in accordance with Section 15 and, upon such revoker as to any or all Ender all Funds, and in such amounts, that are their required under this Section 3.

Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender to apply the Funds at the time specified under RESPA, and the funds are the smount of Funds in accordance with Applicable Law. Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay the amount due for an obligated to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to nay Escrow Items directly nutrained to a waiver and Borrower fails to nay the amount due for an obligated to name fails of the fails of any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or an Length option and Dollower's expense. Length is under no configurion to purchase any particular type of amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the provide greater or lesser coverage than was previously in effect. provide greater or resser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender an auditional loss payee. Lender shall have the right to hold the policies and renewal notices. If Borrower requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance not lessened. During such repair and restoration period, Lender shall have the work has been completed to proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole of the parties of Portonia. If the restoration of Portonia of Po obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be obligation of Borrower. If the restoration of repair is not economically reastore of Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid assigns to Lender (a) Borrower's rights to any other of Borrower's rights (other than the right to any under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution 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 Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise exist which are writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property from Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender that taking of, the Property, Borrower shall be responsible for the repairs and restoration in a single has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration proceeds payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable completion of such repair or restoration. cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at (page 5 of 11 pages)

the time of or prior to such an interior inspection specifying such reasonable cause.

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Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000



INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Inese agreements may have available (which may include funds obtained from Mortgage Insurer or innue use the may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or

These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements are not assessing the mortgage insurer to make naturante using any course of funds that the mortgage insurer to make naturante using any course of funds that the mortgage Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

**Anortgage insurance avolute their total rick on all such insurance in force from time to time and may enter

provided in the Mote Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate making the Losn and Borrower was required to make separately designated payments toward the premiums for provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated narments toward the premiums for reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve navmente if Mortoane Incurance conserve (in the amount and for the period that I ender requires) provided Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance, and Borrower was required to make separately designated payments toward the premiums the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender of the the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall reserve shall be non-refundable. the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Bortower was required to make separately designated payments toward the premiums provided such insurance and Bortower was required to make separately designated payments toward the premiums

be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If the meruer in writing

Any amounts disbursed by Lender this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Mote rate from the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and shall be more than the date of disbursement and disburs

Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a bandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's and representing and/or repairing the Property, and securing and/or repairing the Property Instrument, including protecting and/or assessing the value (s) paying any sums secured by a tien which has priority over this Security Instrument, including protecting and/or repairing the Property or appropriate to protect Lender's actions can including the value (b) paying easonable attorneys' fees to protect its interest in the Property and stern limited to:

(c) paying easonable attorneys' fees to protect its interest in the Property includes, but are not limited to:

Instrument, including the Property to make repairs, change locks, replace or board up doors and windows, drain limited to:

or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any or off. Although Lender any take action under this Section 9.

Thin this section to do so, it is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal

Bortower or any persons or entities acting at the direction of Bortower or with Bortower's knowledge or consent with material information) in connection with the Loan. Material representations concerning Bortower's occupancy of the Property as Bortower's principal residence.

9. Protection of Lender's Interest in the Property as Bortower's principal residence.
Bortower fails to perform the covenants and agreements contained in this Security Instrument. If (a) 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process,

modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often to made an affiliate of Lender to the insurer of the premium paid to the insurer.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage termed "captive reinsurance." Further: Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe

for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has--if any--with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has repair and restoration period, Lender snall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Rorrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking destruction, or loss in value of the Property, the Miscellaneous Proceeds shall

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the to Borrower. of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument in value, unless Borrower and Lender otherwise agree in writing, the sums secured by the following fraction: (a) the total shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value Any balance for market value of the Property supportion to partial taking, destruction, or loss in value Any balance amount of the sums secured immediately before the partial taking, destruction, or loss in value. Any balance fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party Instrument whether or not the sums are then due. It the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, to collect and apply the to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding whether civil or criminal is begun that in

Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successors in any Successor in Interest of Borrower shall not be required to companie proceedings against any Successor in Interest of Interest of Borrower. any successor in interest of portower shall not operate to release the habitity of portower of any successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of

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the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial

plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property. including but not limited to, those beneficial interest in the Property.

corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the As used in this Security Instrument: (a) words of the masculine gender shall mean and include

Instrument or the Note conflicts with Applicable Law, such conflicting provision.

As used in this Security Instrument: (a) words of the mascriline gender shall mean and include Applicable Law requirement will satisfy the corresponding requirement is also required under Applicable Law; Geverability; Rules of Construction. This Security Instrument shall be governed by the jurisdiction in which the Property is located. All rights and obligations contained in explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lordon 14 and 15 and 1 mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to I ender's address etated berein unless I ender has designated another address by notice to Dorrouser Any Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If ander enerties a procedure for reporting Rorrower's change of address, then Rorrower shall only report a change of address. other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other manner and the sent of the sent o 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument must be in writing. Any notice address if sent hy

this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so the loan charges collected in connection with the Loan exceed the permitted limit; 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 treated to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or prepayment without any prepayment to Borrower. It is refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note or prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note or prepayment without any prepayment refund made by direct payment to Borrower will be treated as a partial borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Lender and any other borrower can agree to extend, modny, torbear or make any accommodations with regard to the terms of this Security Instrument of Section 18, any Successor in Interest of Borrower who assumes Borrower's consent. Splits and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such released from Borrower's obligations and agreements of this Security Instrument unless Lender agrees to such released from Borrower's obligations and assigns of Lender.

Borrower. Any forbestance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.

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14. Joint and Several Liability; Co-signers; Successors and Assigns Bound.

15. Joint and Several Liability; Co-signers; Successors and Assigns Bound.

16. Joint and Several Liability; Co-signers; Successors and Assigns Borrower covenants and this Security Instrument but does not execute the Mote (a "co-signer"); (a) is co-signing this Security Instrument 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 can agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Mote without the co-signer's consent.

Borrower. Any forbestance by Lender in exercising any right or remedy including, without limitation, Lender's Borrower or to 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 any Successors in Interest of Rorrower. Any forhearance by I ender in evercising any right or remedy including without limitation. I ender's

interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the

intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written a natural person and a beneficial interest in boltower is sold of transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which a period of not less than 30 days from the date the notice is given in accordance with Section 13 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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of the Branch of the Br notice or demand on Borrower. snall nave the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a pudgment 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and default of the sums secured by this Security Instrument and Borrower's obligation to pay the sums secured by this Security and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified expenses in one or more of the following form remstatement by borrower, this security instrument and borrowers secured nervey shall remain runy effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under
 - Section 18.

 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note, this Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note in Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note in Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note in Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note in Security Instrument and Applicable Law. There also might be one or more changes of the Loan Note in Security Instrument and Applicable Law. There also payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note

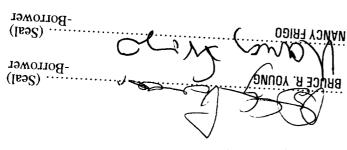
Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a compliance with the giving of such notice to take corrective action. If Applicable Law provides a time

compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

11. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. contribute to, or otherwise trigger an Environmental Cleanup. (page 9 of 11 pages)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement. is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

by one Security instrument. Upon payment of all sums secured by this Security Instrument, Lender shall release the confect all expenses incurred in pursuing the remedies provided in this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, Lender shall release this is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law. specified in the notice may result in acceleration of the property. The notice shall further inform Borrower of the right to asceleration and the right to ascert in the 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be enfitled to collect all expenses incurred in pursuing the remedies provided in this proceeding. Lender shall be enfitled to collect all expenses incurred in pursuing the remedies provided in this specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by indicial proceeding and sale of the Property. The notice shall further inform Ropeover of the right to borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date has specified in the notice may result in acceleration of the sums secured by this 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 Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Lender shall give notice to Borrower prior to acceleration following

war is breast of any covenant or agreement in this Security Instrument that not prior to acceleration

Nothing herein shall create any obligation on Lender for an Environmental Cleanup. necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or bubstance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Law of which Borrower has actual knowledge, (b) any Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, substance, and (c) any condition caused by the presence, use or release or threat of release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance which adversely any private party, that any removal or other remediation of any Hazardous Substance which adversely necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be annuouriste to normal residential uses and to maintenance of the Property (including Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance creates a condition that adversely affects the value of the Property. The preceding two sentences shall

	elow This Line For Acknowledgment]
ATE OF INDIANA, JASPER Before me, LAURA O'BRIEN IIINE, 2002	County ss: , a Notary Public this , BRUCE R. YOUNG; NANCY FRIGO, AS JOINT TENANTS WITH , acknowledged the execution of the annexed mortgage.
WITNESS my hand and official seal.	
y commission expires: 01-17-2009	
	LAURA O'BRIEN Type or Print Name
	Resident of JASPER County, Indiana
This instrument was prepared by:	Document is
DANIEL J RYAN, EX VP AND LOAN ADMIN	OT OFFICIAL!
	ocument is the property of
the	Lake County Recorder!
S	TOP
	SOUTH COMMENTS OF THE PARTY OF
INDIANA—Single Family—Fannie Mae/Freddie Mac	Form 3015 1/04



Exhibit "A"

The South half of the Northeast Quarter of the Southeast Quarter of Section 6, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

A parcel of land located in Section 6, Township 33 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 6; thence Northerly along the West line of the Northeast Quarter of the Southeast Quarter, a distance of 300 feet; thence Easterly along a line parallel to the North line of the Southeast Quarter, a distance of 600 feet; thence Southerly along a line parallel to the East line of the Northeast Quarter of the Southeast Quarter, a distance of 300 feet; thence Westerly along the South line of the Northeast Quarter of the Southeast Quarter, a distance of 300 feet; thence Westerly along the South line of the Northeast Quarter of the Southeast Quarter, a distance of 600 feet, to the point of beginning.

