2004 046586

FILED FOR RECORD

MOP₁₀₁ Holy

MORTGAGE

0049083058

THISMORTGAGEs made his KURT E. KEAGLE, A Single Person

th day of May,

, between the Mortgagor,

FIRST HORIZON HOME LOAN CORPORATION

existing under the laws of THE STATE OF KANSAS 4000 Horizon Way, IRVING, TX 75063

(herein "Borrower"), and the Mortgagee

, a corporation organized and , whose address is

WHEREASBorrowers indebted Lendern the principas umof U.S.\$

29,400.00 , which indebtedness is evidenced by Borrower's not the principal number of the rein "Lender").

and extensions and renewals thereo(herein Note") providing or monthly installments principal numbers with the balance findebtedness not sooner paid, due and payable one 1st, 2019

TO SECURE to Lender the repayment of the indebtedness idencedy the Note, with interest the reor the payment of all others ums with interest the reor advance in accordance rewith the protect hese curity of this Mortgage and the performance of the covenants and agreements. Borrower here incontained porrower does here by mortgage antand convey to Lender the following described property located in the Count for the State of Indiana:

THE SOUTH 67.76 FEET OF LOT 525 IN DOUBLETREE LAKE ESTATES PHASE II, IN THE TOWN OF WINFIELD, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address 60578 ONTARIO DRIVE

CROWN POINT

[City]

Indiana

46307 [ZIP Code]

(herein "Property Address");

TOGETHER with all the improvements oworhere after rected in the property and all easements ights appurtenances of 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

BorrowercovenantshatBorroweis lawfullyseise of the estate erebyconveyed indhastheright to mortgage grant and convey the Property and that the Property is unencumbered accept or encumbrances record. Borrowercovenants hat Borrower and and will defen be encumbrances or encumbrances record.

UNIFORMCOVENANTSBorroweandLendecovenamindagreasfollows:

1. Payment of Principal and Interest. Borrowershallpromptlypay whendue the principal and interest ndebtedness evidenced by the Note and late charges as provided in the Note.

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

76(IN) (0206)

VMP MORTGAGE FORMS - (800)521-7291

Form 3815 Initials: *ドド*

J Z Z

HOLD FOR FIRST AMERICAN TITLE 682289

2. Funds for Taxes and Insurance. Subjecto applicable wor a writtenwaiver by Lender Borroweshall payto Lender on the day monthly payments of principal and interest repayable under the Note, until the Note is paid in full, a sum (here in "Funds") equal to one-twelfth of the yearly taxes and assessment is not under the content of the sum of assessmenifsany) which may attain priority over this Mortgageand ground rents on the Property if any, plus one-twelft to fyearly premium installments r mortgagensurance, any, all as reasonables timate and it is all as reasonables timate and it is a large and it is thereofBorrowershallnot be obligatedo makesuchpayments f Fundsto Lenderto the extenthatBorrowermakessuch payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If BorrowepaysFundsto LendertheFundsshallbeheldin aninstitutionhedepositer accounts which are insured to the such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

guaranted by a federa br state agency including ender Lenders such an institution) Lender hall apply the Fund to paysaid taxesassessmentssuranceremiumandgroundentsLendemaynotchargeorsoholdingandapplyingheFundsanalyzing saidaccountr verifyingand compilingsaidassessmented bills, unless enderpays Borrowerinterest in the Fundsand applicable wpermits ende to make such a charge Borrowe and Lendermay agreen writing at the time of execution of this Mortgage hat intereson the Funds halbe paid to Borrower and unless such agree me into made or applicable wrequire such interesto be paid, Lendershallnot be requiredo pay Borrowerany interestor earnings on the Funds Lendershallgive to Borrowerwithoutchargean annual accounting the Funds showing redits and debits of the Funds and the purpos for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortg

If the amount of the Fundsheld by Lendertogethewith the future monthly install ments frundspayable prior to the due dates of taxes assessments surance remium and ground ents shall exceed the amount equired to paysaid taxes assessments, insurance remiums and ground rents as they fall due, such excess hall be, at Borrower's option, either promptly repaid to Borrower or credited o Borrower monthly installments funds if the amount of the Fundsheld by Lendershall not be

sufficiento paytaxes assessments surance remium and groundrents as they fall due, Borrowershall payto Lenderany amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment full of all sums secure by this Mortgage Lendershall promptly refund to Borrowershall pply no Lender If underparagraph 7 hereothe Property's solder the Property's otherwisacquire by Lender Lendershall apply no leter than immediate larger to the sale of the Property of the sale of the sale laterthanimmediatel prior to the saleof the Propertyor its acquisition by Lenderany Fundsheldby Lenderat the time of

application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unlessapplicable wprovides therwise II paymente ceive by Lenderunder the Note and paragraphs and 2 hereoshalbe applie by Lende first in payment f amount payable o Lende by Borrowe under paragraph

paragraphs and recognished price applied y Lenderns tin payment Landount payable of Lenderns Borrowe underparagraph 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. Borrowe shall perform all of Borrower's bligation and early mortgaged edof trustor othersecurity agreement that a lien which has priority over this Mortgage including Borrower's covenant makepayment when due Borrowe shall payor cause be paidall taxes as sessments do the charge sines and imposition attributable the Property which may attain priority over this Mortgage and lease hold a ymenter ground ents if any.

5. Hazard Insurance. Borrowershallkeepthe improvements ow existing or hereafteerected in the Propertyinsured againstoss by fire, hazard actuded within the term extended overage and such other hazard as Lender may require such amounts and for such periods as Lender may require.

Theinsurance arrieproviding heinsurance halbechose by Borrowe subjecto approvaby Lender provided that such approvable in a formacceptable. Lender andshallincludæstandar<mark>dnortg</mark>agelausen favorof and<mark>in a</mark>formacceptabte LenderLendeshallhavæherightto holdthe policiesandrenewalthereofsubjecto thetermsof anymortgagedeedof trustor othersecurityagreementitha lienwhichhas priority over this Mortgage.

In theevenof lossBorroweshallgivepromphoticeo theinsurancearrie and Lender Lende may make proof of loss if

not made promptly by Borrower

If the Property's abandoneby Borroweror if Borrowe fails to respondo Lendewithin 30 days from the date notice is mailedby Lenderto Borrowerthatthe insurancearrieroffersto settlea claimfor insurance enefits Lenderis authorizetb collectandapplytheinsuranceroceedat Lender's ptioneitheito restoration repain the Property or to the sum secure by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shalkeepthePropertyin goodrepairandshallnotcommiwasteor permitimpairmentr deterioration thePropertyandshall complywith the provision of any leasef this Mortgages on a leasehold this Mortgages on a unit in a condominium a planned init developmen Borrowers hall performall of Borrower sobligation and eithe declaration rovenants reating or governinghe condominium r planned nit developmenthe by laws and regulation of the condominium r planned in it development, and constituent documents.

7. Protection of Lender's Security. If Borrowefails to perform the covenant and agreements on taine in this Mortgage, or if any action or proceedings commenced hich materially affects Lender's interesting the Property then Lender at Lender's option uponnoticeto Borrowermaymakesuchappearances sburseuch sum sincluding easonabettorney sees and take suchactionasis necessaty protect ender sinterestif Lender equired mortgagensurances a condition of making the loan secure by this Mortgage Borrowershall pay the premium sequired o maintain such insurance of fectuntil such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applic

Any amount disburse by Lendepursuarto this paragraph, with interest the reor at the Noterate shall be come additional indebtedness Borrowese cure by this Mortgage Unless Borrowe and Lende agreed on the remsof payments uch amounts shallbe payable ponnotice from Lenderto Borrowe requesting aymenthere of Nothing contained this paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lendermaymakeor causeo bemadereasonablentrie suponandinspections f the Propertyprovided hat LendeshallgiveBorrowenoticepriorto anysuchinspection pecifyingeason abbeaus cherefore la tedo Lender's interestin the Property

9. Condemnation. The proceeds f any awardor claimfor damagesdirector consequentian connectionwith any condemnation othertakingof the Propertyor partthereofor for conveyande lieu of condemnation rehereby assigned in shall be paid to Lendersubjecto the terms of any mortgage deed of trustor otherse curity agreement ith a lien which has

priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension the time for payment modification of the time for paymen amortization thesums ecure by this Mortgage grante by Lende to any succession interest Borroweshall not operated releasen any manner the liability of the origina Borrowe and Borrower's successoins interest Lendeshall not be required to commenceroceeding agains such successom refus to extendime for payment otherwise no difyamortization of the sums secure by this Mortgage by reason any demandrade by the original Borrower and Borrower's successons interest Any forbearanday Lendern exercising nyrightor remedyhereundeor otherwisafforded by applicable w, shall not be a waiver of or preclude the exercise of any such right or remedy.



Form 3815

- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenant and agreement serein contained halbind, and the rights here under half in ure to, the respective uccessors as idassign of Lende and Borrower subject to the provision of paragraph 6 here of All covenants in dagreements. Borrowe shall be joint and several Any Borrowe who co-signs his Mortgage but does not execute he Note, (a) is co-signing his Mortgage only to mortgage grant and convey that Borrower's interest in the Property of Lende under the terms of this Mortgage (b) is not personally able on the Note or under this Mortgage and (c) agrees that Lende and any other Borrower here undernayagree do extend modify, for bear or make any other accommodation with regard other erms of this Mortgage or the Note without that Borrower's consent individual to the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Exceptor any notice equired inderapplicable wto be given in another manner (a) any notice to Borrower provided or in this Mortgages hall be given by delivering to r by mailing such notice by certified mail addressed Borrower the Property Address or at such other address Borrower may designately notice to Lenders provide the reinand (b) any notice to Lender hall be given by certified mail to Lender's address tated herein or to such other address. Lender may designate by notice to Borrowers provided herein Any notice provided for in this Mortgages hall 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 awas applicable this Mortgages halbethelaws of the jurisdiction which the Property's located The foregoing sentence hall not limit the applicability of federal awto this Mortgage in the event that any provision or clause of this Mortgage or the Note conflicts with applicable aw, such conflicts hall 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 be severable as used herein, "costs," expenses and "attorney sees "include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrowershallbe furnished conformed opy of the Note and of this Mortgaget the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrowershallfulfill all of Borrower's obligations inderany homere habilitation, improvement epair or other loan agreement hich Borrower enters no with Lender Lender at Lender's option, may require Borrower o executand deliver to Lender in a form acceptable Lender an assignment any rights claims or defense which Borrower may have against parties who supply labor, materials or services in connection with improvements made
- 16. Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property r any interest in it is solder transferred to if a beneficial nerest Borrower solder transferred by the Borrower solder tran
- However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this M If Lendeexercises is option, Lendeshall give Borrowenotice of acceleration henotices hall provide period frontless than 30 days from the date the notices delivered mailed within which Borrowen us payall sumsecure by this Mortgage of Borrowerfails to pay these sumsprior to the expiration of this period, Lendemay invoke any remedie permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORMOOVENANTSBorroweandLendefurthelcovenamindagreasfollows:

- 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, and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstandingender sacceleration the sumsecure by this Mortgagedue to Borrower's breach Borroweshall have the right to have any proceeding begurby Lende to enforce this Mortgaged is continued at any time prior to entry of a judgment nor cinghis Mortgage (a) Borrowe pays Lende all sums which would be then due under this Mortgage and the Note had no acceleration ccurred (b) Borrowe reures all breaches any other covenants ragreements Borrowe containe this Mortgage (c) Borrowe pays all reasonable pense in curred by Lende in enforcing the covenants and agreements Borrowe containe this Mortgage and in enforcing ender's emedie as provided in paragraph 17 hereofincluding but not limited to, reasonable torney sees and (d) Borrowe take such actions Lende may reasonably required as sure that the lien of this Mortgage, ender's interes in the Property and Borrower's bligation to pay the sums secured by this Mortgage hall continue nimpaired Upon such payment and curre by Borrowerthis Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional ecurity bereunde Borrowe hereby assign to Lender the rents of the Property provided that Borrowe shall prior to acceleration modern paragraph 7 hereofor abandonment the Property, have the right to collect and retain such rents as they become due and payable.
- Uponacceleration deparagraph? hereofr abandonment the PropertyLendeshall been titled to the extent provided by applicable w, to have a receive appointed by a court oente upon take possession and manage he Property and to collect therents of the Property including hose pastice. All rents ollected by the receives hall be applied in stop ayment the costs of management the Property indicallection from the including but not limited to receive respective management the property indicallection from the sums and the sums account the sums account to the sums account the sums account to the sums account to the sums account to the sums account to the sums account the sums account to the sum account to the sum
- 20. Release. Uponpayment all sumssecure by this Mortgage Lendershall release his Mortgage without charge Borrower.
 - 21. Waiver of Valuation and Appraisement. Borroweherebywaivesall rightof valuation and appraisement.

76(IN) (0206)

Form 3815 Initials: KEK

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

BorroweandLenderrequestheholder anymortgagedee obf trustor otherencumbrance that lien which has priority over this Mortgage of give Notice to Lender at Lender's address efforthon pageone of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

 $IN\ WITNESSWHEREOF Borrowe has execute \textbf{th} is Mortgage.$



This instrument was prepared by: FIRST HORIZON HOME LOAN CORPORATION 800 EAST 101st TERRACE, SUITE 120 KANSAS CITY, MO 64131

AFTER RECORDING PLEASE RETURN TO: FHHLC - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712 IRVING, TX 75038

Official Seal
ANDREA SULIVAN
Resident of Porter County, IN
My commission expires
February 12, 2010

0049083058 -76(IN) (0206)

Page 4 of 4

Form 3815

PLANNED UNIT DEVELOPMENT RIDER

THISPLANNEDUNIT DEVELOPMENTRIDER is made this 28th day of May, 2004 , and is incorporate that oand shall be deemed to amendand supplement the Mortgage Deed of Trustor Security Deed (the "Security Instrument") of the same date, given by the undersigned the "Borrower") to secure Borrower's Note to FIRST HORIZON HOME LOAN CORPORATION

(the "Lender" of the samedate and covering the Propertyles cribe in the Security Instrument and locate dat: 10578 ONTARIO DRIVE, CROWN POINT, Indiana 46307

[Property Address]

The Propertyncludes but is not limited to, a parcebf landimprove with a dwelling togethe with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as DOUBLETREE LAKE ESTATES OCUMENT 18

[Name of Planned Unit Development]

(the "PUD"). The Propertyalsoinclude Borrower's interest the homeowners association requivalent entity owning or managing recommon and activities of the PUD (the "Owners Association and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenant and agree ments adein the SecurityInstrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrowershall performall of Borrower'sobligation sunder the PUD's Constituen ocuments. The "Constituen ocuments are the: (i) Declaration (ii) articles of incorporation, trustins trument any equivalend ocument which create the Owners association and (iii) any by-laws or other ules or regulations of the Owners association or or owners association of the Owners are constituent ocuments.

MULTISTATE PUD RIDER - Single Family/Second Mortgage

Page 1 of 3

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3/99

Initials: KEIL

207R (0003)

B. Hazard Insurance. So long as the OwnersAssociationmaintainswith a generallyaccepted insurancearriera "master'or "blanket'policy insuring the Propertywhich is satisfactorly Lenderand which provides insurance overage in the amount sincluding deductible vels) for the periods and against loss by fire, hazard included within the term "extended overage and any other hazard sincluding but not limited to, earthquak as not loods for which Lenderequire insurance then (i) Lender waives the provision in Uniform Covenant for the monthly payment of Lender of the yearly premium not all ments or hazard insurance on the Property and (ii) Borrower's obligation under Uniform Covenant to maintair hazard insurance over agent he Property's deemedatisfied to the extent hat the require doverages provided by the Owners Association policy.

WhatLenderequireasa condition of this waive can change during the term of the loan.

BorroweshallgiveLendeprompthoticeof anylapsen required mazardin surance overage provided by the master or blanket policy.

In the event of a distribution of hazardnsuranc proceed in lieu of restoration repair following a loss to the Property or to common areas and facilities of the PUD, any proceed payable of Borrowe are hereby assigned ndshall be paid to Lender Lendershall apply the proceed to the sums secure by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance, Borroweshallakesuchaction as may be reasonable insurd hat the Owners Association aintain a public liability insurance olicy acceptable form, amount and extent of coverage to Lender.
- D. Condemnation. The proceeds f any awardor claimfor damage stirector consequential ayable to Borrowein connection with any condemnation other taking of all or any part of the Property or the common area and facilities of the PUD, or for any convey and a lieu of condemnation rehereby assigned and shall be paid to Lender Such proceeds hall be applied by Lender to the sums as cure by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borroweshallnot, except ftemotice to Lendeandwith Lender's prior written consent it he partition rsubdivide he Propertyr consent b: (i) the abandonme of termination of the PUD, exceptor abandonme of termination equire by law in the case of substantial estruction of the constituend occuments of the provision of the "Constituend occuments of the provision of the "Constituend occuments of the provision o

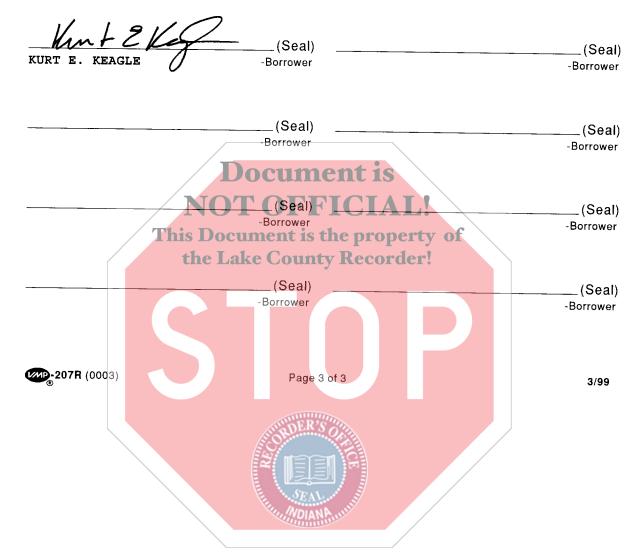


207R (0003)

3/99

F. Remedies. If Borrowerdoesnot pay PUD duesand assessments and ue, then Lendermay pay them. Any amounts disbursed by Lender under this paragraph shall be comead dition at lebtof Borrower secure by the Security Instrument Unless Borrower and Lenderagre do other terms of payment, he se amounts hall be arinterest from the date of disbursement the Noterate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNINGBELOW, Borrower accept and agree so the terms and provision so ontaine on this PUD Rider.



RIDER TO DEED OF TRUST/MORTGAGE/SECURITY DEED

Date:

5/28/2004

The escrow of taxes and insurance required in Paragraph 2 of your DEED OF TRUST/MORTGAGE/SECURITY DEED to

FIRST HORIZON HOME LOAN CORPORATION is hereby waived and you are notified that you are not required to deposit with

FIRST HORIZON HOME LOAN CORPORATION any of the amounts set forth in said paragraph, provided:

- (a) Escrows for future taxes and insurance premiums are being collected and maintained by the holder or servicer of the mortgage loan superior to our lien; or
- (b) If you pay your own taxes and insurance premiums, you fulfill your obligation to keep taxes and insurance premiums current with respect to the property secured hereby.

This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the secured property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:

Mut & KEAGLE	Key	- CHOER'S OF	, peak
Total D. Kilkons	O .		
		WOJANA JULIA	

2nd Rider

CB6D082 Revised 8/01

BALLOON PAYMENT RIDER TO THE SECURITY INSTRUMENT

Borrower Name: KURT E. KEAGLE

Property Address: 10578 ONTARIO DRIVE

CROWN POINT, IN 46307

Loan Number: 0049083058

THE TERMS OF THE LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THE AMORTIZATION OF PRINCIPAL AND INTEREST IS BASED ON A THIRTY YEAR FACTOR AND WOULD AMORTIZE THE PRINCIPAL LOAN ON A 30 YEAR SCHEDULE, BUT SINCE THE FULL BALANCE IS PAYABLE IN 180 MONTHS, A BALLOON PAYMENT OF \$ 22,887.17 WILL BE REQUIRED ON June 1st , 2019 .

The loan is payable in full at the end of 15 years. You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you rate on this loan.

If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

I/We hereby acknowledge receipt of the above notice relating to the balloon payment provision of this loan, which have also been explained to me/us.

1/ 191/0	WOER'S OF	
KURT E. KEAGLE	(Seal) -Borrower	(Seal)
2		-Borrowe
	(Seal) EA	(Seal)
	-Borrower/DIANA	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
	(Seal)	(Seal)
	-Borrower	-Borrower
2 nd Balloon Payment Rider (MFCD9511) (2/90) FH6D03X		7/03