MORTGAGE	M	0	R	T	G	Δ	G	F
----------	---	---	---	---	---	---	---	---

111011101101		
THIS MORTGAGE is made this <u>twenty first</u> day of <u>July</u> 20 04 Between the Mortgagor(s) Hubert Hightower, Jr. and	en ei	STARE OF INDIANA. LAKE COUNTY FILED FOR RECORD
Barbara Hightower 2004	082280 2014SI	
(herein "Borrower"), and the Mortgagee, CRAFTER CORPORATION	MOR	2004 SEP 23 AM 8-4-3
a corporation organized and existing under the laws of Indiana, licensed to do business in Illinois whose address is 1252 West 127th Street CALUMET PARK, ILLINOIS 60827 (herein "Lender") WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 13,000.00 which indebtedness is evidenced by Borrower's contract dated JUTY 21, 2004 and extensions and recovered thereof (herein "Note") previding for monthly		MORRIS VII TEFER MECCRITITA
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of in	dobtodness if not econer haid due and have	able on
TO SECURE to Lender the repayment of the indebtedne interest thereon, advanced in accordance herewith to protect of Borrower herein contained. Borrower does hereby more county of, State of,	ess evidenced by the Contract, with interest the ct the security of this Mortgage; and the perfo rtgage, grant and convey to Lender the foll	ereon; the payment of all other sums, with rmance of the covenants and agreements
east 10 feet of Lot Seven	ive (5), all of Lot Six (6) (7), Block One (1), P. R. M In in Plat Book 10, Page 19	Maas' 2nd

NOT OFFICIAL

This Document is the property of

Lake County, Indiana Document is

25-46-0005-0006 Parcel Index Number: ___

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable taw or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments; if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, lender shall not be required to pay

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

the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds

at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may

make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written

agreement or applicable law.

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

action hereunder.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy hereunder. or otherwise afforded by

Borrower and Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof.

All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Contract, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage,

(a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the contract or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Contract without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the Laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note are declared to be severable. As used herein "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

recordation hereon

15. Rehabilitiation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Mortgagor provides Mortgagee with evidence of insurance required by this Mortgage with Mortgagee's interest in the collateral. This insurance may but need not protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagee may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchased insurance for the collateral, Mortgagor will be responsible for the cost of that insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of insurance may be more than the cost of insurance Mortgagor may be able to obtain on Mortgagor's own.

STOP P

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

17. Acceleration. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Contract, including the covenants to pay when due any sum secured by this Mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 hereof and without further demand may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary

evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

My Commission Expires

December 2, 2011

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to either take possession or have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

pay all costs of recordation, if any

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUESTS FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR **MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage

to give Notice to Lender, at Lender's address set forth on page one of to or other foreclosure action.	his Mortgage, of any default und	ler the superior encumbrance a	and of any sale
IN WITNESS WHEREOF, Borrower has executed this Mortgage	_	•	
The same of the sa	with Or	HUBERT HIGHTOWER,	JR- Borrower
Harbara	Rallow	BARBARA HIGHTOWER	- Borrower
STATE OF INDIANA, LAKE(County ss:		•
CHRIS HOFFMAN		said county and state, do here	eby certify that
Hubert Hightower, Jr. and Barbar		. · ·	rsonally known
to me to be the same person(s) whose name(s) are sub		ent, appeared before me this	
and acknowledged thatt he ^y signed and do for the uses and purposes therein set forth.	elivered the said instrument as	their free and	I voluntary act,
Given under my hand and official seal this twe	nty first day of	July N20	94
My Commission expires CHRIS HOFFMAN	is the property	is suffrigue	
Notary Lake County 2 2 15 CO1	inty Recorder!	Notary Pabl	ic
My Commission Expires S GNMEN December 2, 2011		***	
FOR VALUE RECEIVED, the annexed Mortgage to CRAFTI	ER CORPORATION which	h is recorded in the office of the	he Recorder of
Lake County, Middle as Document 1	Number	and the con	tract described
therein which it secures are hereby assigned and transferred to		ion without recourse upon	the mortgage.
IN TESTIMONY WHEREOF, the said CRAFTER CORPORA	FION hath hereunder cause	ed its corporate seal to becaffi	xed and these
presents to be signed by its resident and attested to by its Sec		day of September	_, 2004
By: Pres.	114		
Attest: Seeke Shiripe Secy.	V474		•
State of	2004-0	82280	
County ofLAKE)ss.			
I, the undersigned, a Notary Public in and for said County in the sta	ato aforementioned DO HERER	V CERTIEV THAT The nersons	whose names
are subscribed to the foregoing instrument, are personally known to	me to be duly authorized office	rs of the CHARGER CORP	CHATION
and THAT THEY appeared before me this day in person and severally	acknowledged that they signed	i and delivered the said instru	ment in writing
as duly authorized officers of said Cornoration and caused the cornoral	e seal of said Corporation to be	arrixed thereto dursuant to aut	norky given by
the Board of Directors of said Corporation as their free and voluntary and Given under my hand and notarial seal, this day and year first ab	ove written.	I for the uses and purposes th	
My Commission Expires:	0 1 1	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	「見をき
My Commission Expires.	Chris Shit	xan	Notary Public
This instrument prepared by: CRAFTER CORPORATION, 1252 West	127th Street, Calumet Park, Illin	nois 60827	8
CHRIS HOFFMAN	RETUR		
4 Service Connocident Connocid			1

HOME OWNERS SECURITY CORPORATION

Post Office Box 683 Schererville, Indiana 46375