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MICHAEL A. . . Dans RECORDAD

Return To:

Crown Mortgage Company 6141 W. 95th Street Oak Lawn, IL 60453

0001461904

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State of Indiana

## **MORTGAGE**

FHA Case No.

151:7761442 703

THIS MORTGAGE ("Security Instrument") is given on December 22, 2004

The Mortgagor is

JAMES T. HYDE and

APRIL Y. HYDE Husband and Wife

("Borrower"). This Security Instrument is given to CROWN MORTGAGE COMPANY

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

, and

whose address is

6141 W. 95TH ST., OAK LAWN, IL 60453

("Lender"). Borrower owes Lender the principal sum of

SIXTY EIGHT THOUSAND EIGHT HUNDRED SEVENTEEN & 00/100

Dollars (U.S. \$

68,817.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1,

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

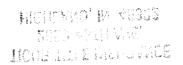
FHA Indiana Mortgage - 4/96

VMP-4R(IN) (0305)

VMP Mortgage Solutions (800)521-729

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TICOR TITLE INSURANCE 2050-45TH AVE. 920048884 HIGHLAND, IN 46322



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in County, Indiana:

LOT 7 IN BEVERLY NINTH ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel ID Number: 32-234-7

Parcel ID#:

Parcel ID#:

which has the address of

1230 177TH STREET

[Street]

HAMMOND

[City], Indiana 46324

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 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.

Borrower and Lender covenant and agree as follows: nty Recorder!

## UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
  - 20. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recommendation with this Security Instrument, the covenants of each such rider shall be incorporated into and shall supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of Instrument. [Check applicable box(es)].  Condominium Rider  Growing Equity Rider  Planned Unit Development Rider  Graduated Payment Rider	amend and this Security
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument	nt and in any
rider(s) executed by Borrower and recorded with it.	
Witnesses:  Document is	(Seal)
NOT OFF LATER A LYCE	-Borrower
This Document is the property of	
the Lake County Recorder	(Seal)
APRIL Y HYDE	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
(Seal)	(Seal)
Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower

STATE OF INDIANA,

Lake

County ss:

day of December, 2004 On this 22nd

, before me, the undersigned, a Notary

Public in and for said County, personally appeared James T. Hyde and April Y. Hyde

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

6/7/08

Schiller

This instrument was prepared by:

the Lake County Recor

THOMAS G. SCHILLER
Lake County
My Commission Expires
June 7, 2008

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initials.