

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RETURN TO:

FIRST FEDERAL SAVINGS OF HAMMOND
9030 CLINE AVE
HIGHLAND, IN 46322

2006 009180

2006 FEB - 6 AM 10:05

MICHAEL A. BROWN
RECORDER

6200600005

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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, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 01-26-2006, together with all Riders to this document.

(B) "Borrower" is RUBEN SUAREZ, SOLELY.....

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAMMOND.....

Lender is a Association..... organized and existing under the laws of the United States of America..... Lender's address is 9030 CLINE AVENUE, HIGHLAND, IN, 46322.....

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 01-26-2006.

The Note states that Borrower owes Lender thirty thousand and no 100/100 Dollars (U.S. \$30,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02-01-2021.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider
 Balloon Rider
 1-4 Family Rider

Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider

Second Home Rider
 Other(s) [specify] NON OWNER OCCUPANCY

INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000
ref: 1/2001



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Form 3015 1/01



J G 1 A 0

CT 4200
D.J.M.

(Signature) *[Signature]*

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INDIANA—Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the "Property".

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".

HAMMOND [City]
 Indiana [Zip Code]
 46327 [Street]
 4322 HOMMAN AVENUE which currently has the address of ("Property Address"):

LAKE COUNTY, INDIANA.
 LOT 37, IN NEWMAN'S ADDITION, TO THE CITY OF HAMMOND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 10, IN THE OFFICE OF THE RECORDER OF [Name of Recording Jurisdiction]

Lender's successors and assigns the following described property located in the instrument and the Note. For this purpose, Borrower's heirs, grant and convey to Lender and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security instrument and the Note. (f) the repayment of the loan, and all renewals, extensions and This Security instrument secures to Lender (i) the principal of the loan, and all renewals, extensions and

TRUSTEE OF RIGHTS IN THE PROPERTY party has assumed Borrower's obligations under the Note and/or this Security instrument.

(P) "Successor in Interest of Borrower" means any party that has taken title to the property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security instrument.

"RESPA" refers to all regulations that governs the same subject matter. As used in this Security instrument, "RESPA" legislation or regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or plus (ii) any amounts under Section 3 of this Security instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, Loan.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the

loan in lieu of condemnation, or (iv) condemnation or other taking of all or any part of the property; (iii) conveyance of the property to the third party (other than insurance paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the property; (ii) condemnation or other taking of all or any part of the property; (iii) conveyance of the property to the third party (other than insurance paid under the coverages described in Section 5) for: (i) damage to, or

(T) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any party to another party in connection with a transaction or organization.

(K) "Escrow Items" means those items described in Section 3, telephone, wire transfers, and automated clearinghouse transfers.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by similar organization, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, electronic terminal, telephone, computer, draft, or

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(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 opinions.

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 charges 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 Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) 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 Transfer.

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 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 funds or return them to Borrower. If 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 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 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 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.

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.

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 assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, 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 promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's 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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against, but only so long as Borrower is performing such agreement; (c) concludes an agreement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (d) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this 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 this notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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.

5. Property 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 any other hazards 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 sentence can change during the term of the Loan. The insurance carrier which might 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 certification, or (b) a one-time charge for flood zone determination, certification and subsequent charges each time remappings or similar changes occur which reasonably affect such services and tracking services, or (c) a one-time charge for flood zone determination and certification, or (d) a one-time charge for flood zone determination, certification and subsequent charges each time the Borrower moves.

any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to 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 pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an obligation to pay Escrow Items directly, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated to pay such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 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 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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower 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 additional loss payee.

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 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 obligation of Borrower. If the restoration or repair is not economically feasible or 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 for in Section 2.

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 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 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 writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are 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. Whether or not 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 has released proceeds for such purposes. 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. 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 cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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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 of

Mortgage insurance evaluates their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements with other parties that share or modify their risk, or reduce losses, are on terms and conditions that are satisfactory to the mortgage insurer and the other party and the mortgage insurer may require the mortgagee to make payments using any source of funds that the mortgagee has available (which may include funds obtained from Mortgage Insurance premiums).

Mortgage Insurance premium rates under (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 provision in the Note.

If this Security Instrument is used under this Section 9 shall become additional debt or 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.

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

Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Protection of Lender's interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attach priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting the value of the Property and securing its repair or replacement, including its removal if it is no longer needed to do so, it is agreed that Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender may take action under this Section 9, Lender may not take any action under this Section 9.

8. Borrower's Loan Application: Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent, gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations made to Lender, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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 termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage 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 and shall be paid to Lender.

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 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 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 the 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 be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, 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 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 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 divided by (b) the 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 (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond 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 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 in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest 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 the order provided for in Section 2.

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 any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of

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 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 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 notice or demand on Borrower.

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: (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 judgment 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, 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 (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 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 Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully 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 Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which 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 a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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 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.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following 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 Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or 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.



-Borrower
.....
..... (Seal)

-Borrower
.....
..... (Seal)

RUEBN SUREZ

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

24. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to the instrument.

Section 22, including, but not limited to, reasonable attorney fees and costs of title evidence.

Section 22, including, but not limited to, collection of all expenses incurred in pursuing the remedies provided in this proceeding. Lender shall be entitled to collect all expenses incurred by judicial proceedings.

by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument with or before the date specified in the notice, or before the date of acceleration and foreclosure.

or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the reinstatement after acceleration and sale of the property. The notice shall further inform Borrower of the right to specify in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to accelerate, by which the default must be cured; and (d) that failure to cure the date of acceleration and sale of the property prior to acceleration and sale of the property.

Borrower, by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to action required to cure the default; (b) the date the notice specifies; (a) the date the notice is given to under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the date the notice is given to Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following acceleration; Remedies. Lender shall give notice further covenant and agree as follows:

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

Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

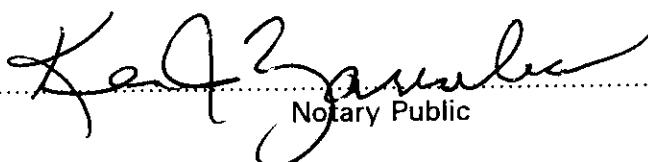
necessary, Borrower shall promptly take all necessary remedial actions in accordance with Proprietary is any private party, that any removal or other remediation of any Hazardous Substance affecting the Proprietary, or affects the value of the Proprietary. If Borrower leases, or is notified by any government or regulatory authority, or Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely includes but not limited to, any spilling, leaking, discharging, release or discharge of any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, other action by any regulatory agency or private party involving the Proprietary and any Hazardous Substance or by any government or regulatory agency or private party involving the Proprietary and any Hazardous Substance or Environmental Condition, claim, demand, lawsuit or Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or generally recognized to be appropriate to normal residential uses and to maintenance of the Proprietary (including, but not limited to, hazardous substances in consumer products).

not apply to the presence, use, or storage on the Proprietary of small quantities of Hazardous Substances that are Substance, creates a condition that adversely affects the value of the Proprietary. The preceding two sentences shall generally recognize, use, or store to the presence, use, or release of a Hazardous Substance which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance or any other action to do, anything affecting the Proprietary (a) that is in violation of any Environmental Law, (b) allow anyone else to do, anything affecting the Proprietary, Borrower shall not do, nor

[Space Below This Line For Acknowledgment]

STATE OF INDIANA, LAKE County ss:
Before me, KEVIN J ZAREMBA, a Notary Public this 26th
day of January, 2006, RUBEN SUAREZ, SOLELY,
acknowledged the execution of the annexed mortgage.

WITNESS my hand and official seal.


Notary Public

My commission expires:

12-09-11

KEVIN J ZAREMBA

Type or Print Name

Resident of LAKE County, Indiana

This instrument was prepared by:

ALICIA WALLACE, PROCESSOR

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the Lake County Recorder!

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INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

(page 11 of 11 pages)

Form 3015 1/01



NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 26th day of January, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAMMOND, 9030 CLINE AVENUE, HIGHLAND, IN 46322 (the "Lender") of the same date, and covering the Property described in the Security Instrument and located at: 4332 HOHMAN AVENUE, HAMMOND, IN 46327

[Property Address]

In modification of and notwithstanding the provisions of Section 6 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal residence.

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BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.


RUBEN SUAREZ

(SEAL)

Borrower

(SEAL)

Borrower

Bankers Systems, Inc., St. Cloud, MN Form NOO-R 6/16/2004

(page 1 of 1)



1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 26th day of January, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAMMOND, 9030 CLINE AVENUE, HIGHLAND, IN 46322 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4332 HOHMAN AVENUE, HAMMOND, IN 46327

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

VMP-57R (0411)

Page 1 of 3 Initials: RS
VMP Mortgage Solutions, Inc.
(800)521-7291

Initials:

[Signature]

1. CROSS-DEFALT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Borrower shall terminate when all the sums secured by the Security Instrument are paid in full. Property shall terminate any right or remedy of Lender. This assignment of Rents of the default or invalidity occurs. Any application of Rents shall not cure or waive any time when a default occurs. A judgeably appointed receiver, may do so at any time before, Lender, or Lender's agents of a judicially appointed receiver, may do so upon, take control of or maintain the property before or after giving notice of default to Lender, or Lender's agents of a judicially appointed receiver, shall not be required to enter from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and waives that Borrower has not performed, and will not perform, any act that would prevent Lender of the Rents and waives that Borrower has not expended by the Security instrument pursuant to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property without incurring the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by Lender's security interest.

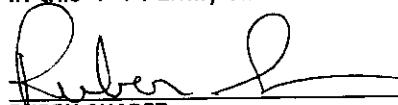
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property without incurring the Rents any showing as to the inadequacy of the Property as derived from the Property without any showing as to the inadequacy of the Rents and profits appurtenant to take possession of and manage the Property and collect the Rents and profits only those Rents actually received; and (vi) Lender shall be entitled to have a receiver for Lender, Lender's agents or any judicially appointed receiver shall be liable to account for other charges on the Property, and then to the sums secured by the Security instrument; and receiver's bonds, repair and maintenance costs, insurance premiums, fees, premiums on receiving the Rents, including, but not limited to, attorney's fees, receiver's fees, collection of the Rents, unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents and unpaid to Lender or Lender's agents upon demand to the Property shall pay all Rents due and payable to Lender or Lender's agents that each tenant of the Rents shall pay all Rents due of the Property; (iii) Borrower agrees that each tenant to collect and receive all of the Rents by the Security instrument, (ii) Lender shall be entitled to collect and receive all of the Rents held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured if Lender gives notice of default to Borrower; (i) all Rents received by Borrower shall be constituted an absolute assignment and not an assignment for additional security only.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. If Lender gives notice of default to Borrower; (i) all Rents received by Borrower shall be terminated to Section 22 of the Security Instrument, and (ii) Lender has given notice to the Borrower shall receive the Rents until; (ii) Lender has given Borrower notice of default each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower authorizes Lender or Lender's agents to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, unless Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases to Lender all leases of the Property and all security deposits made in connection with leases in this paragraph. Unless Lender's occupancy of the Property is deleted, Section 6 concerning Borrower's occupancy of the Property is deleted.

E. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

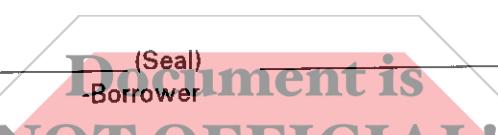

RUBEN SUAREZ

(Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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Page 3 of 3

Form 3170 1/01



VMP-57R (0411)

DECLARATION

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

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I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.
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the Lake County Recorder!**


Signature
KEVIN J. ZAREMBA
Printed Name of Declarant

