

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 025922

2006 MAR 30 AM 9:40

MICHAEL A. BROWN  
RECORDER

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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 **March 15, 2006**, together with all Riders to this document.

(B) "Borrower" is **WON JONG HAN AND HYUNJOO LEE HAN, HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Peoples Bank SB**

Lender is a **Corporation**  
the laws of

organized and existing under  
. Lender's address is

State of Indiana  
9204 Columbia Avenue, Munster, IN 46321

**NOT OFFICIAL!**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **March 15, 2006**. The Note states that Borrower owes Lender **Ninety One Thousand Seven Hundred Dollars And No Cents**

Dollars (U.S. \$ 91,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 24, 2018**.

(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

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

Other(s) [specify]

1-4 Family Rider

Biweekly Payment Rider

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

ITEM 1879L1 (0107)

(Page 1 of 12 pages)

Form 3015 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

44  
56  
CT

4A

To Order Call: 1-800-530-9393 Fax: 616-791-1131  
GREATLAND ■  
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

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."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, and

MUNSTER  
[City]  
Indiana  
46321  
[Zip Code]  
111 EXETER ROAD,  
[Street]  
which currently has the address of

RECORDED IN PLAT BOOK 93 PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.  
LOT 269, IN WEST LAKES ADDITION, PHASE TWO, BLOCK TWO, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF,  
[Name of Recording Jurisdiction]  
[Type of Recording Jurisdiction]  
LAKE  
described property located in the  
This Security instrument secures to Lender the repayment of the Loan, and all renewals, extensions and modifications of  
the Note, and (ii) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following  
property located in the same subject matter. As used in this Security instrument, "RESPA" refers to all requirements and  
regulations that governs the same subject matter. A renewal from time to time, or any additional or successor legislation or  
Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any other regulation relating to  
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation,  
restictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally  
related mortgage loan" under RESPA.  
(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.  
(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  
(R) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus  
any amounts under Section 3 of this Security instrument.  
(S) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  
(T) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party  
to another for omitting to do, the value and/or condition of the Property.  
(U) "Miscellaneous Proceeds Transfer" means transfer of all or any part of the Property; (iii) conveyance in lieu of condemnation; or  
order than insurance proceeds paid under the coverages described in Section 5 for: (i) damage to, or destruction of, the  
other than insurance proceeds 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 in lieu of condemnation; or  
order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-  
of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated  
paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape so as to  
impose on Borrower or the Property by a condominium association, homeowners association or similar organization.  
(V) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are  
administerive rules and orders (that have the effect of law) as well as all applicable final, non-applicable judicial opinions.  
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and

This Document is the property of  
the Lake County Recorder!

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 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

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.

The review of any flood zone determination resulting from an application by Borrower, also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each Borrower to pay, in connection with this loan, either: (a) a one-time charge for flood zone determination, certification and subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unless by Borrower sentences can change during the term of the loan. The insurance carrier providing the insurance by chosen by Borrower including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property Lender in connection with this loan.

Lender may require Borrower to pay a one-time charge for a real estate tax certification and/or reporting service used by Section 4.

Lender notice that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this date on which priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the can attain priority over this Security Instrument. It Lender determines that any part of the property is subject to a lien which subordinating the lien to this Security Instrument. If Lender determines that the holder of the lien an agreement satisfactory to Lender only until such proceedings are concluded; or (c) secures from the lien while those proceedings are pending, but proceedings which in Lender's opinion operate to prevent the enforcement of the lien in, legal is performing such agreements; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower in funds held by Lender.

4. Charges, Lines. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which can attain priority over this Security Instrument, less than or equal to the amount of gross rents on the property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any make up the deficiency in accordance with RESPA, but in no more than 12 months. Funds held by Lender shall be paid to Lender the amount necessary to under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 months. If there is a deficiency of Funds held in escrow, as defined Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower for the excess funds held by Lender.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. Funds held by Lender shall be paid on the Funds, Lender or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity estimated the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items time specified under RESPA, and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the to Lender all Funds, and in such amounts, that are then required under this Section 3.

Borrower shall then be obligated under Section 9 to repay to Lender any 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 agrees to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and "agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and such time period as Lender may require. Borrower's obligation to make such payments and to provide recipients shall for all

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.

**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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any entity, or any individual funds obtained from mortgage insurance premiums).

does not repay the loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance Reimbursement Letter (or any entity that purchases the Note) for certain losses it may incur if Borrower provided in the Note.

10. Mortgage Insurance. If Lender requires to maintain the Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurance company previously provided such insurance and Borrower was required by Lender to cease to be available from the mortgage insurance company previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to make separately designated payments toward the premiums for Mortgage Insurance as a condition of making the Loan, until Lender's right to require payment of premiums for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until Lender ceases to be available from the mortgage insurance company previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower for the benefit of such instrument. These amounts shall bear interest at the rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(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 Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

INDIANA—Single Family—Family MacFadden Uniform Instrument

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

18. Transfer of the Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

word „may“ gives sole discretion without any obligation to take any action.

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

16. Governing Law; Severability; Remedies of Construction; Limitations of Liability; Security Interest in Property  
and the law of the jurisdiction in which the Property is located. This Security Interest contained in this Security Instrument  
and the rights and obligations contained herein shall be governed by the laws of the state of Florida.

Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Notices. All notices given by Board or by Security Instrument must be in writing.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit will be refunded to Borrower.

Under no circumstances may a person be charged fees for services provided by this Security Instrument or by Applicable Law.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's obligations and liability under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the property's interest in the Project to the Lender under the terms of this Security Instrument; (b) is not personally obligated to pay sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to pay sums secured by this Security Instrument, and modify, replete or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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.

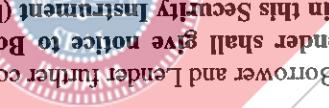
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any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

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the Lake County Recorder

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

for services rendered and the charging of the fee is permitted under Applicable Law.  
Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party  
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 a third party  
Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.  
judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this  
sums secured by this Security Instrument without further demand and may foreclose this Security Instrument in full of all  
cured or before the date specified in the notice, Lender at its option may require immediate payment in full of all  
the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not  
further inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding  
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall  
(d) that fail to cure the date specified in the notice may result in acceleration of the sums  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
Applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless  
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-INFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  


Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.  
affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with  
governing regulation authority, or any private party, that any removal or other remediation of any Hazardous Substance  
or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower leases, or is notified by any  
leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use  
any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental  
Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage,  
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by

State of Indiana

SS:

County of LAKE

Before me, GLORIA MILLER  
March, 2006

(a Notary Public) this 15th day of

WON JONG HAN and HYUNJOO LEE HAN  
HUSBAND AND WIFE

acknowledged the execution of the annexed mortgage.

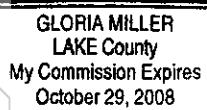
(name[s] of signer[s])

  
Gloria Miller  
Notary Public

GLORIA MILLER

My commission expires: 10-29-08

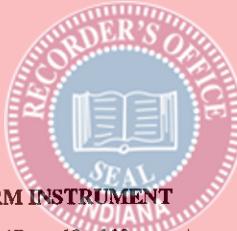
County of residence: LAKE



This instrument was prepared by: CECELIA SZEPLAKAY  
MORTGAGE LOAN PROCESSOR [Name]

After Recording Return To: Peoples Bank SB  
9204 Columbia Avenue  
Munster, IN 46321

STOP



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

ITEM 1879L12 (0107)

(Page 12 of 12 pages)

Form 3015 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

**Document is  
NOT OFFICIAL!**

This Document is the property of  
<sup>Witness:</sup>  
the Lake County Recorder!

Witness:

**STOP**



Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

WON JONG HAN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT  
TO THE SELLER/LENDER.

# BIWEEKLY PAYMENT RIDER

(Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this **15th** day of **March, 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 ("Borrower") to secure Borrower's Note (the "Note") to

**Peoples Bank SB**

("Lender") of the same date and covering the property described in the Security Instrument and located at:

**111 EXETER ROAD, MUNSTER, IN 46321**

[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. BIWEEKLY PAYMENTS**

The Note provides for Borrower's biweekly loan payments, and the termination of Borrower's right to make the Biweekly Payments, as follows:

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every 14 days (the "Biweekly Payments"), beginning on **April 3, 2006**. I will make the Biweekly Payments every 14 days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before Principal.

I will make my biweekly or any monthly payments at

**This 9204 Columbia Avenue, Munster, IN 46321**  
**Document is NOT OFFICIAL!**  
or at a different place if required by the Note Holder.

**(B) Amount of Biweekly Payments**

My Biweekly Payment will be in the amount of U.S. \$ **461.64**

**(C) Manner of Payment**

My Biweekly Payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each Biweekly Payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my Biweekly Payment from the account to pay the Note Holder for each Biweekly Payment on the date it is due until I have paid all amounts owed under this Note.

**4. TERM**

If I make all my Biweekly Payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on **December 24, 2018**. If, on **March 3, 2021**, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

**5. [omitted]**

**6. [omitted]**

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This Document is the property of **Security Instrument** shall instead be in effect without the above conditions or any condition.

2. All Lender terminates Borrower's right to make Biweekly Payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

(a) The word „monthly” is changed to „biweekly” in the Security Instrument wherever „monthly” appears.

(b) In Uniform Convention 3 of the Security Instrument (“Funds for Escrow Items”), “12” is changed to “26.”

**R. BIMWEEKLY PAYMENTS TO THE SECRETARY**

If I am in default for three consecutive Biweekly Payments, the Note Holder may terminate my right to make Biweekly Payments under this Note. If the Note Holder terminates my Biweekly Payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.

(A) Late Charge for Overdue Payments  
If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default  
If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Biweekly Payment Rider.

 (Seal)  
WON JONG HAN -Borrower

 (Seal)  
HYUN-JOO LEE HAN -Borrower

(Seal) (Seal)  
-Borrower -Borrower



MULTISTATE BIWEEKLY PAYMENT RIDER (Fixed Rate)—Single Family—  
Fannie Mae Uniform Instrument

ITEM 9142L3 (0011)—INDIANA

Form 3177 1/01

GREATLAND ■  
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

4B

No: 620061189

## LEGAL DESCRIPTION

Lot 269, in West Lakes Addition, Phase Two, Block Two, to the Town of Munster, as per plat thereof, recorded in Plat Book 93 page 22, in the Office of the Recorder of Lake County, Indiana.

