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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 044003

2007 MAY 31 AM 9:11

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 May 24, 2007 , together with all Riders to this document.

(B) "Borrower" is Chad M. Wilson, an individual

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Liberty Savings Bank, FSB

Lender is a corporation organized and existing under the laws of the United States of America . Lender's address is

1900 Indianapolis Boulevard, Whiting, Indiana 46394

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 24, 2007 . The Note states that Borrower owes Lender two hundred thousand and 00/100 Dollars (U.S.\$ 200,000.00) plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2037

(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 1879 (0107)

(Page 1 of 12 pages)

Form 3015 1/01

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1181

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ROTATIONAL COVARIANCE that Rotower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property as unencumbered, except for encumbrances of record. Rotower

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 additons shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

which currently has the address of
9111 West 137th Place
Cedar Lake, Indiana 46303
("Property Address");
[Street]
[City]
[Zip Code]

Lot 80 in Windy Creek Estates - Unit 2, an Addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 99 page 62, in the Office of the Recorder of Lake County, Indiana.

This Security Instrument secures to Lender (i) 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 described property located in the County of Lake, Indiana [Name of Recording Jurisdiction] [Type of Recording Jurisdiction].

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party 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 (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions 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.

(H) "Applicable Law" means all controlling rules and orders (that have the effect of law) as well as all 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.

(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.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape so as to effect a transfer, or authorizes 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 clearinghouse transfers.

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

option and Borrower's expenses. Lender is under no obligation to purchase any particular type or amount of coverage.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and review of any flood zone determination resulting from an objection by Borrower.

Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the same remappings or similar changes which might affect such determination or certification. Borrower shall track services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each subject to Lender's right to disapprove Borrower's choice, which right 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, certification and insurance can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower limited to, earthquakes and floods, for which Lender requires coverage, "extending coverage," and any other hazards including, but not insured against loss by fire, hazards included within the term, subject to Lender's requirements. What Lender requires pursuant to the preceding (including deductible levels) and for the periods that Lender requires. This insurance shall be maintained in the amounts (including deductible levels).

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 verification and/or reporting service used by Section 4.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower performs such proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but is performing such agreements, (b) consents the lien in good faith by, or defends against enforcement of the lien in, legal proceedings to the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower in writing to the payment of the obligation secured by the lien in the manner provided in Section 3.

4. Charges, Liens, Borrower shall pay all taxes, assessments, charges, fees, fines, and impositions attributable to the property which can attain priority over this Security Instrument, less than ground payments, 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 funds held by Lender.

Property which can attain priority over this Security Instrument, less than ground payments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall notify Borrower as required by RESPA, but in no more than 12 months.

make up the deficiency in accordance with RESPA, but in no more than 12 months.

Borrower shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 months.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds held by Lender, an annual accounting of the Funds as required by RESPA.

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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

and they will not entitle Borrower to any refund.
(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, or of the premiums paid to the insurer, the affiliate of Lender takes a share of the insurer's risk in exchange for a share reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments (directly or indirectly) amounts that derive from (or might be characterized as) a affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any include funds obtained from Mortgage Insurance premiums).

Mortgage insurance evaluate their total risk over time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgagee insurer and the other party (or parties) to these agreements. These agreements may require the satisfaction of Borrower's payments (directly or indirectly) amounts that derive from (or might be characterized as) a result of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a affiliate of any of the Note, another insurer, any reinsurer, any other entity, or any other entity, or any include funds obtained from Mortgage Insurance premiums).

Mortgage Insurance Reimbursement Lender (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.

Mortgage Insurance Reimbursement Lender shall total risk over time to time, and may enter into agreements provided in the Note.

Termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until maintenance Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage separately designated payments toward the premiums pay the premiums required to make Lender required to make insurance. If Lender requires Insurance as a condition of making the Loan and Borrower was required to make available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage again becomes available, is obtained, and for the period that Lender is ultimate paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimate paid in full, and Lender shall not be effected. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such Lender the amount of the separately designated payments that were no longer require coverage ceased to be in pay to Lender, if the subsisting coverage is not available, Borrower shall continue to pay the premiums required to obtain coverage substantially equivalent previously in effect, from an alternate mortgage premium substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, at a cost required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the required by Lender to maintain the Mortgage Insurance in effect, if, for any reason, the Mortgage Insurance coverage pay the premiums required to make separately designated payments toward the premiums for Mortgage Insurance and Borrower was required by Lender ceases to be available from the mortgagee insurer that previously provided such insurance and Borrower pay the premiums required to maintain the Mortgage Insurance in effect, if, for any reason, the Mortgage Insurance coverage pay the security fee title to the Property, the title shall not merge unless Lender agrees to the merger in writing.

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 title shall not merge unless Lender agrees to the merger in writing.

Upon notice from Lender under this Section 9 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 to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower under this Section 9. Lender incurs no liability for not taking any or all actions authorized 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 take action under this Section 9, Lender is not under any duty or obligation to do so and is not under any duty or obligation to do so. It is agreed that eliminate building or other code violations or dangerous conditions, and have utility turned on or off. Although Lender may limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, paying reasonable attorney fees to protect its interest in the Property and/or rights under this instrument, (b) appearing in court, and (c) paying reasonable attorney fees to a lien which has priority over this Security Instrument; can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; including protection or appropriaate to protect Lender's interest in the Property and repairing the Property. Lender's actions whatever is reasonable or enforce laws or regulations, or (c) Borrower has abandoned the Property, then Lender may do and pay for instrument or to enforce laws or regulations, (b) Lender's interest in the Property and/or rights under this Security instrument, bankruptcy, probable, for condemnation or forfeiture, for enforcement of a lien which may attain 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 Lender's interest in the Property and/or rights under this Security instrument, (b) there is a legal proceeding that might fails to perform the covenants and agreements contained in this Security Instrument. If (a) Borrower occupiesancy of the Property as Borrower's principal residence.

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's

(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 Mac UNIFORM INSTRUMENT

and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require 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 transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the Property) means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred of title by Borrower or to a purchaser.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the

Borrower's Copy" means one copy of the Note and of this Security Instrument.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the

word "used in this Security Instrument" means shall mean and include corresponding neuter

conflicting provisions.

16. Governing Law; Severability; Rules of Construction. This Security Instrument or the Note which can be given effect without the conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

conflict. In the event that any provision of this Security Instrument or the Note conflicts with Applicable Law, such

contract to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against any party

parties to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the

are subject to any requirements and limitations contained in this Security Instrument and the law of the state in which the

and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument

and the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument shall be governed by federal law

16. Governing Law; Severability; Rules of Construction. This Security Instrument or the Note which can be given effect without the

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

conflict. In the event that any provision of this Security Instrument or the Note which can be given effect without the

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

conflict. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

Borrower. Any notice in connection with this Security Instrument unless Lender has designated another address by notice to

or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to

designated address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it

address, then Borrower shall only report a change of address to Lender specifies a procedure for reporting changes Borrower's change of

promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting changes Borrower shall

be the Property Address unless Borrower has designated a substitute address by notice to Lender. Borrower shall

Borrower shall consistently deliver to Borrower's address otherwise. The notice address shall

be the first class mail to whom actually delivered to Borrower's address it sent by other means. Notice to any one

mailed by first class mail to whom actually delivered to Borrower's address shall be deemed to have been given to Borrower when

Any notice to Borrower in connection with this Security Instrument must be in writing.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

waiver of any right of action Borrower might have arising out of such overcharge.

provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a

reduction of the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the

reducing the principal permitted limits will be refunded to Borrower. Lender may choose to make this refund by

from Borrower which exceed permitted limits will be refunded to Borrower. Lender may collect from Borrower what is finally charged so that the interest or

If the Loan is subject to a collection in connection with the Loan is finally charged so that the interest or

charge fees collected or to be collected in connection with the Loan is exceeded the permitted limits, then: (a) any such loan

charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (b) any sums already collected

other loans charges collected or to be collected in connection with the Loan is exceeded the permitted limits, then:

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for

protection in Section 20) and benefit the successors and assigns of Lender.

Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as

unless Lender not be released from Borrower's obligations and liability under this Security Instrument

Security Instrument. Borrower shall not be released by Lender, shall obtain all of Borrower's rights and benefits under this

this Security Instrument in writing, and is approved by Lender, shall be joint and several. However, any Borrower who co-signs this

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under

co-signer's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to pay

co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay

but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument only to mortgagee, grant and convey the

Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

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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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22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Se applicable Law provides otherwise). The notice shall specify: (a) the date; (b) the action required to cure (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must (d) that failure to cure the default on or before the date specified in the notice specified in the instrument, Borrower by judicial procedure to accelerate after acceleration and sale of the Property. The non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the cured on or before the date specified in the notice, Lender at its option may require immediate payment sums secured by this Security Instrument without further demand and may foreclose this Security judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid for services rendered and the fee is permitted under Applicable Law.

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental 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, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or receives of a Hazardous Substance Substance or otherwise of any other party, information concerning any action or proceeding, or any other matter which may affect the Property, Borrower shall promptly advise Lender of such information.

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

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.

(Seal)
-Borrower



(Seal)
-Borrower
Chad M. Wilson

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

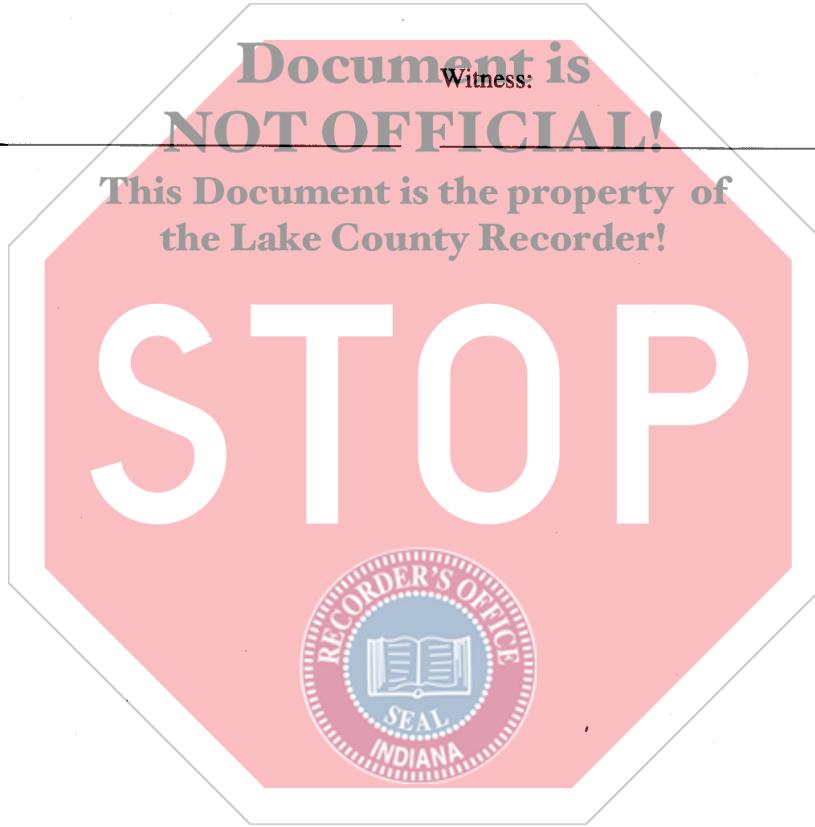
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-Borrower

Witness:

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

ITEM 1879 (0107)

(Page 11 of 12 pages)

Form 3015 1/01

GREATLAND ■

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

Whiting, Indiana 46394
1900 Indianapolis Boulevard
Liberty Savings Bank, FSB

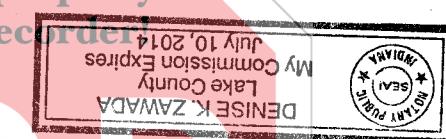
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Marc A. Zuback).
After Recording Return To:
Darlene L. Beerling, President [Name]

This instrument was prepared by:

Notary Public

(name[s] of signer[s])

Before me, Denise K. Zawada, Notary Public, this 24th day of May 2007



State of Indiana

County of Lake

Chad M. Wilson

May 2007

DENISE K. ZAWADA
Lake County
My Commission Expires
July 10, 2014

My Commission Expires

Lake County

Name

President

Name

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