

2008 018256



2000 HAR 13 AT 9: 23

MECHAPLA. CROWN RESERVER

After Recording firsturn To:

MainSource Bali

1927 Greensburg Crossing/P.O. Box 507

Greensburg IN 47240

_____ [Space Above This Line For Recording Data] --

LOAN NO.: 20002 209

MORTGAGE

<u>MOLFINITION</u> eltiple sections of this document are defined below and other words are defined in Sections 3, Words used in a 11. 13. 18. 20 a 121. Certain rules regarding the usage of words used in this document are also provided in Section 16. ders to this document.

the Lake County Recorder! (1) "Securis together with a (B) "Borrowsc" BASIL MESSEL AND PAULETTE MESSER, HUSBAND AND WIFE ortgagor under this Security Instrument. Borrower is the (C) "Lender" is MAINSOURCE BANK Lender is a Comporation ing under the laws of organize i an : THE STATE OF Indiana 201 N. BROADWAY Lander's adds CARELISE A 47249 wagee under this Security Instrument.

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(D) "Note": 32 / the promissory note signed by Borrower and dated	MARCH 4, 2008 .
The Note state. Let Borrower owes Lender	
ONE HUNDRES EIGHTY-FIVE THOUSAND AND 00/100	wind to may this dobt in recular
(15) 185,000.00) plus interest. Borrower has pro	
	PRIL 1, 2023
(%) "Property" means the property that is described below under the hea	iding "Transfer of Rights in the
Froperty."	
(F) "Loan" mer is the debt evidenced by the Note, plus interest, any prepayr	nent charges and late charges due
under the Note, and all sums due under this Security Instrument, plus interest.	
(G) "Riders in ans all Riders to this Security Instrument that are execut	ed by Borrower. The following
Elders are to be executed by Borrower [check box as applicable]:	
Adjustable de Rider Condominium Rider	Second Home Rider
Bastoocii. Planned Unit Development Rider	1-4 Family Rider
Diveekled ginerit Ricer V.A. Rider	
Other(second lify)	
(d) 'Applicab's Law' means all controlling applicable federal, state	and local statutes, regulations,
ordinances are administrative rules and orders (that have the effect of law	as well as all applicable final,
non-appealable peticial opinions.	
(1) "Communic Association Dues, Fees, and Assessments" means all d	ues, fees, assessments and other
charges that an aposed on Borrower or the Property by a condominium ass	ociation, homeowners association
or similar organization.	
(4) "Electronic Funds Transfer" means any transfer of funds, other than a	transaction originated by check,
drait, or similar paper instrument, which is initiated through an electronic	terminal, telephonic instrument,
compater, or an actic tape so as to order, instruct, or authorize a financia	institution to debit or credit an
necount. Sa a crist includes, but is not limited to point-of-sale tran	sfers, automated teller machine
are sactions, and are initiated by telephone, wire transfers, and automated clear	ringhouse transfers.
(K) "Escrow (to as" means those items that are described in Section 3. 11	
(4) "Miscent 40 as Proceeds" means any compensation, settlement, award	of damages, or proceeds paid by
any third party (wher than insurance proceeds paid under the coverages descr	ibed in Section 5) for: (i) damage
to, or destructed of, the Property: (ii) condemnation or other taking of all	or any part of the Property; (iii)
conveyance to their of condemnation; or (iv) misrepresentations of, or or	nissions as to, the value and/or
concation of all the perty.	
(41) "Mortgade asurance" means insurance protecting Lender against the	nonpayment of, or default on, the
i ven.	
(3) "Period > 5 vment" means the regularly scheduled amount due for (i	principal and interest under the
Conceptus (II. a amount under Section 3 of this Security Instrument.	
(22) "RESPACE neans the Real Estate Settlement Procedures Act (12)	U.S.C. §2601 et seq.) and its
a terrenting dation, (Regulation X (24 C.F.R.) Pare 3500), as they migh	it be amended from time to time,
or any additional or successor legislation or regulation that governs the sam	e subject matter. As used in this
Security instance on, "RESFA" refers to all requirements and restrictions	that are imposed in regard to a
redently regard mortgage loan' even if the Loan does not qualify as a '	'federally related mortgage loan"
under RoSPA.	
(4) "Successor in Interest of Borrower" means any party that has taken tit	
that party has see med Borrower's obligations under the Note and/or this Secur	

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Frame Frame Inc. 1988

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and section of the Note and (ii) the performance of Borrower's covenants and agreements under this performance in Borrower's covenants and agreements under this performance of Borrower's covenants and agreements are performance of Borrower's covenants and agreement are performance of Borrower's covenants are performance of Borrower's covenants and agreement are performance of Borrower's covenants are

of

Lander and Landers successors and assigns, the following described property located in the

County εε of Recording Jurisdiction]

LAKE [Name of Recording Jurisdiction]

THE ATTACHES EXHIBITED ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

("Property Address"):

TOGETH appurter ance be covered by "Property."

This Document is the property, and all easements, and all easements are all easements and all easements are all easements. fixtures row or hereafter a part of the property. All replacements and additions shall also Security Instrument. All of the foregoing is referred to in this Security Instrument as the

HORRON right to moevoumbrances claims and deCOVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the grant and convey the Property and that the Property is unencumbered, except for secord. Borrower warrants and will defend generally the title to the Property against all s, subject to any encumbrances of record,

THIS SE $c.\ verents \ w)$ i apeny

If Y INSTRUMENT combines uniform covenants for national use and non-uniform pited variations by jurisdiction to constitute a uniform security instrument covering real

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<u>DVENANTS</u>. Borrower and Lender covenant and agree as follows: UNIFORNIT

shall pay when charges and 160 Section 3. 1. Lameter, H istrataent is the Note and (a) cash: (b) 45

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower e the principal of, and interest on, the debt evidenced by the Note and any prepayment barges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to ones due under the Note and this Security Instrument shall be made in U.S. currency. check cooker instrument received by Lender as payment under the Note or this Security med to Lender unpaid. Lender may require that any or all subsequent payments due under Security Instrument be made in one or more of the following forms, as selected by Lender: y 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) Hie ronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Note or at such

other location rees received Loan e grent v.ithou, waive the future, bu Periodic Pay Lancia Len Barrawar di гт за Веле the Note imp future agains: Instrument or

hay be designated by Lender in accordance with the notice provisions in Section 15. Lender wment or partial payment if the payment or partial payments are insufficient to bring the nder may accept any payment or partial payment insufficient to bring the Loan current, any rights hereunder or prejudice to its rights to refuse such payment or partial payments in ider is not obligated to apply such payments at the time such payments are accepted. If each is applied as of its scheduled due date, then Lender need not pay interest on unapplied held such mapplied fund, until Borrovier makes payment to bring the Loan current. If de so within a reasonable period of time. Lender shall either apply such funds or return If not applied earlier, such funds will be applied to the outstanding principal balance under tely prior to forcelesure. No offset or claim which Borrower might have now or in the ader shall relieve Borrower from making payments due under the Note and this Security orming the covenants and agreements secured by this Security Instrument.

2. Applicati accepted and Note: (la pri e er Per h late charges, bulance of th

of Payments or Proceeds. Except as otherwise described in this Section 2, all payments ad by Lander shall be applied in the following-order of priority: (a) interest due under the industrial mounts due under Section 3. Such payments shall be applied to need in the participal which it because that Asy remaining amounts shall be applied first to and to any other assumest a re-under this Security Instrument, and then to reduce the principal

Hû Dender a hould obe work dan repayable citient that a Payments, such any prepayment

es a propriet from Borrowe fer i actaquen Per Die Payment which includes a sufficient into charge, discattle payment for the payment and the late charge. Calodic Payment is outstanding, London may apply any payment received from Borrower to the Periodic Payments if, and to the extent that, each payment on be paid in full. To the case exists after the payment is applied to the full payment of one or more Periodic test may be shallowed as a late that the payment of the payment of the case that he applied first to cess may be applied to any late charges due. Voluntary prepayments shall be applied first to arges and then as described in the Note.

-даў ары one shall no ; of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the i or positione the due date, or change the amount, of the Periodic Payments.

3. Pund the North Landings ellentionined for and c the any same any lime du Ausessilenis. BULDOVICE Shall al all pay Lettle any or all Es Editor, Heir. s in pro F

plant. With

Ascrow items. Berrover shall pay to Lender on the day Periodic Payments are due under twice is paid in full, a sum (the "Funde") to provide for payment of amounts due for: (a) and to their items which can again priority over this Security Instrument as a lien or cans and before items which can actain priority over this Security Instrument as a lien or a Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums the area required by Lender areast force of and (d) Mortgage Insurance premiums, if any, (e) by B mover to Lender areast force of and (d) Mortgage Insurance premiums in the provisions of Section 6. These is no are called "Escrew Items." At origination or at the term of the Lean. Lender have realized to Community Association Dues, Fees, and the section of the Lean. Lender have realized to Community Association Dues, Fees, and the section of the Lean and all notices of smooths to be paid under this Section. Botrower as Funds for Escrew Items ruless bender waives Borrower's obligation to pay the Funds for afternal Lender may wrive Borrower well configuration to pay to Lender Funds for any or all my time. They allow a large may only it in writing. In the event of such waiver, Borrower decreated where payable. It is mounts due for a fifteenth to Lender receipts evidencing such it in a peaked a Lender may require. Borrower's obligation to make such payments and to in incorporated at Lender may require. Boncover's obligation to make such payments and to

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shall for all purposes be deemed to be a covenant and agreement contained in this Security provide receir < phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Instrument, and city, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Eserow Items 3 use its rights under Section 9 and pay such amount and Borrower shall then be obligated Lender may 2 8 repay to lender any such amount. Linder may revoke the waiver as to any or all Escrow inder Section in by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall ner is at any g v to i ender ands, and in such amounts, that are then required under this Section 3.

any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Lender mspecified under RESPA, and (b) not to exceed the maximum amount a lender can require Funds at the ! ender shall estimate the amount of Funds due on the basis of current data and reasonable under RESPA estimates of exp ditures of future Escrow Items or otherwise in accordance with Applicable Law.

If be held in an institution whose deposits are insured by a federal agency, instrumentality, The Funds of or entity (includng Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home apply the Funds to pay the Escrow Items no later than the time specified under Loon Pank. 1 had not charge Borrower for holding and applying the Funds, annually analyzing the escrowing the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable BESPA Le account, or year ow permits " for to trake such a charge. Unless an agreement is made in writing or Applicable Law the paid on the Funda. Lender shall not be required to pay Borrower any interest or destinant r hims on t ods. Borrower and Lender can ource in writing, however, that interest shall be paid on the all give to Bortower, without charge, an annual accounting of the Funds as required by unds, Len 1. 17860 5

rplus of Funds held in eserciv, as defined under RESPA, Lender shall account to Borrower 1 there is a Is in accordance with RESPA. If there is a shortege of Funds held in escrow, as defined for the excessor. rader RESPA order shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the to make up the shortage in accordance with RESPA, but in no more than 12 monthly amount nece is a deficience of Funds held to escrow, as defined under RESPA. Lender shall notify ad by RESPA, and Sorrower shall pay to header the amount necessary to make up the gavinents. 'F ad by RESPA Bor Ower as deficiency in

neer it in RT 1846 havin no reare than 12 eventibly payments. Upor par Perroversay

This Dougungent is the properties of dimpositions attributable rear total elections a this forcer attraction basehold payments or ground rents on and Community Association that Fees, and resessments, if any. To the extent that row Items. Borrower shall pay them in the manner provided in Section 3.

row Items. Borrower shall pay them in the manner provided in Section 3.

From off, discharge any then which has priority over this Security Instrument unless as in writing to the payment of the obligation secured by the lien in a manner acceptable to the lien as Borrower is performing such agreement, (b) contests the lien in good faith by, or breath out of the lien in, legal proceedings which in hender's opinion operate to prevent the lien while these proceedings are pending, but only a fill such proceedings are concluded; or he hadden white lien an appearance of the from the lien subject to a lien which can attain formity in staument. Leader may give Bon over a notice identifying the lien. Within 10 a words that notice is given, Bonower a shall satisfy the lien or take one or more of the noting lies from the from the lien of take one or more of the noting lies and/or reporting

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a pact three rear apping for similar changes operatorshich reasonably might affect such atification. Borrower shall also be responsible for the payment of any fees imposed by the Management Agency in connection with the review of any flood zone determination ilietica 🤾 Borrower.

s to manifold any of the coverages described above. Lender may obtain insurance coverage, and Bostoster's expense. Lender is under no obligation to purchase any particular type or Therefore, such coverage shall cover hender, but might or might not protect Borrower, in the Property, or the contents of the Property, against any risk, hazard or liability and ter or lesser coverage than was previously in effect. Borrower acknowledges that the cost overage so obtained might significantly exceed the cost of insurance that Borrower could by amounts disbursed by Lender under this Section 5 shall become additional debt of this Security Instrume a. These amounts shall bear interest at the Note rate from the date id shall be payable, with such laterest, upon notice from Lender to Borrower requesting

pilcies required by Lencer and renewals of such policies shall be subject to Lender's right . policies, anal highade a standard mortgage clause, and shall name Lender as mortgagee and lass payers. Lender shall have the right to hold the policies and renewal certificates. If in tower shall pruniptly give to binder all receipts of paid premiums and renewal notices. If form of lasurance coverage, not otherwise required by Lender, for damage to, or Property, such policy shall include a standard managed clause and shall name Lender as

an additional loss payed.

Toss. Eur. over shall give prompt notice to the insurance carrier and Lencer. Lender may a if not racce promptly by Borney at Unless Lender and Bornower otherwise agree in on or rejoin of the Property, I not lessage During acceptaged is, whether or not the underlying insurance was required by Lender, shall be the resonation of repair is economically feasible and During perform the right to period. Lender shall have the right to ensure the work procees onto The rate of progress and the landertaken promptly. This Document is the property of Applicable Law requires ce.s. has a public uding a mother director, retained by Borrower shall not be ance proceeds and shall be the sold bruganit of personner. If the restoration or repair is saulble or hender's security would be lessened, the insurance proceeds shall be applied to

called the charles's security would be lessened, the insurance proceeds shall be applied to by this decesity Insuranceal, wholide or not den due, with the excess, if any, paid to attende proceeds shall be applied to be not proceed shall be applied to be not proceed shall be applied to be not proceed shall be applied to be order provided for its Section 2.

Idade it of frepency. Lender may life, acquire and sorte from Lender that the insurance of active account, then I after may negotiate and sorte the claim. The 30-day period will account a claim, then I after may negotiate and sorte the claim. The 30-day period will account a claim acquire the broperty under Section 22 or a dark account it claims count, and it claims count in acquire the Property ander Section 22 or a dark account at sorter the Social account, instrument, and (b) any other of Borrower's argust to any related of meann. I have leads paid by Borrower, under all insurance policies a linear account a sorter of the property. Lender may use the count at sorter account of the Note or this whether of most account account account and account account account and account accou

dest forming on discreasing by value one to as conditions. Unless it is determined pursuant to

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r or restantion is not economically familials. Borrower shall promptly repair the Property if forther territoration or damage. If insurance or condemnation proceeds are paid in mage to be taking of, the Property, B prover shall be responsible for repairing or by only "Lender has released proceeds for such purposes. Lender may disburse proceeds resourally four slag. Taying the in a series of progress payments as the work is issuance or condemnation proceeds are not sufficient to repair or restore the Property. lested a Borrower's obligation for the completion of such repair or restoration.

gent may make stasonable entries aport and inspections of the Property. If it has reasonable inspect the interior of the impactments on the Property. Lender shall give Borrower

Surprise to such an interior inspection specifying such reasonable cause.

Loan Applies ion. Borrower shall be in default if, during the Loan application process. arisons or entitles acting at the direction of Borrower or with Borrower's knowledge or tially false, misleading, or inaccurate information or statements to Lender (or failed to have original information) is occasionable to the laws. Material processing include, but apprent to the moment of Removers occas, may of the Property as Borrower's principal

Let dee't harrest in the Property and Rights Under this Security Instrument. If (a) submit to accommate a liguee and contained in this Security Instrument. (b) there is a the might significantly effect hereby interest in the Property and/or rights under this security in a processor in the templay, probate for condemnation or forfeiture, for l'un which are attain priority over this Security Instrument or to enforce laws or a Darrow, has abandoned the Property. Then herder may do and pay for whatever is priore in protect herders interess in the Property and rights under this Security Instrument, good or needs to the value of the Property and rights under this Security Instrument, a herd of but we not limited to (a) paying any sure-secured by a lien which has priority instrument. It is proved to the latter of the limited to (a) paying any sure-secured by a lien which has priority instrument. In the latter of the lat

The file is the perty, the leasted hand the fee file shall not merge unless Lender agrees a current. If hender required to organize the standard is a condition of making the Loan, despite a management to the standard of making and reason, the conditions and required to make a condition from the merigage history that I had the standard and forecome was engined to make separately designated payments for the gage history and the management of the premiums required to obtain coverage was a transfer insurance. The standard mortgage insurer selected had a cost substantially equivalent to the the decidence in the Management of the standard mortgage insurer selected had a cost of the separate and the s

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required to maintain Niortgage that ance in effect or to provide a non-refundable loss auric requirement for Managage insurance ends in accordance with any written agreement and Leacer providing for such amington of until termination is required by Applicable and Section to affects Borrower's configution to pay interest at the rate provided in the Note. targe relimburses Lender (or any entity that purchases the Note) for certain losses it may was not repay the Loan as egileed. Borrower is not a party to the Mortgage Insurance.

as evaluate their total risk on all such insurance in force from time to time, and may enter th other parties that share or modify their risk, or reduce losses. These agreements are on and that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements may require the mortgage historic to make payments using any source of funds insurer may have available (which may include funds obtained from Mortgage Insurance

these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any adillicite of any of the consoling, may receive (directly or indirectly) amounts that derive measured as, a portion of from our sipayments for Mortgage Insurance, in exchange for maracterized as, a portion of log the morphise hours saisk or reducing losses. If such agreement provides that an all hate of the dates a share of the listator's risk in exchange for a share of the premiums paid to the ment is effect termed "captive relastionnee." Further,

agreements will not affect the amounts that Borrower has agreed to pay for Mortgage other terms of the Loan. Such agreements will not increase the amount Borrower will insurance, and they will not entitle Borrower to any refund.

agreements will not affect the rights borrower has - if any - with respect to the and under the Monteconners Presertion According on any other law. These rights may is receive certain disclusures, to equest and obtain cancellation of the Mortgage whe Mortgage Insurance terminated automatically, and/or to receive a refund of any to preminate that here note one, are chine of such cancellation or termination.

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do to the decimal of the properties to recipration or repair of the profits or repair is economically fassible and Lender's security is not assented. During that the profit is economically fassible and Lender's security is not assented. During that the particle of the profit is the region of the security of the profit is the region of the security of the profit is the region of the security of the profit is not assented. The such inspection shapes as feeded, promptly Lender tray pay for the repairs and the such or applicable tray require interest to be paid on such Miscellaneous Proceeds, r required to pay Horrower any in the or castings in such Miscellaneous Proceeds. If the it is not shown itself. It is like or her decis security mould be lessened, the Miscellaneous pulled to be such secured by this feelinity historiant, whether or not then due, with the died is the order provided for in

alling, destruction, by loss to value of the Property, the Miscellaneous Proceeds ti dam whether or not then due, with the excess, if A by Mi Beautify ass.

ventual calling, deservation, or said force of the Property in which the fair market value allianly before the partial calling, destruction, and seemed by this Set of this transmitter. Fefore the partial taking, destruction, assaid a notwer and bend callings at seem whiting, the sums secured by this Security datality the notwer and bend callings at seem whiting, the sums secured by this Security datality the notwer to be a forced multiplied by the following fraction: it is an assaid to the partial taking, destruction, or loss to the partial taking. Destruction, or loss seemed in a partial taking destruction, or loss seemed in the partial taking destruction.

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is abandoned by Borrower, or if, after notice by cender to Borrower that the Opposing artistic er the next tentence) offers to make an award to settle a claim for damages. Borrower fails to range are det symble 30 days after the date the notice is given. I order is authorized to collect and apply rissond to f where or not then due. "Opensing Early" means the third party that owes Borrower The Australia Stranger Ing Mi reflector needs or the party against whom Isomower has a right of action in regard to Miscellaneous Frozecci.

be in default if any across or proceeding, whether civil or criminal, is begun that, in could result in forfeiture of the Property or other material impairment of Lender's interest rights upger this Security Instrument. Borrower can cure such a default and, if acceleration trate as provided in Section 19, by causing the action or proceeding to be dismissed with a nder's judgment, precludes torfolius of the Property or other material impairment of the Property or eights under this security instrument. The proceeds of any award or claim to attributable to the imprisonent of Let fers, interest in the Property are hereby assigned and

as alternated there are not applied to automate a or motify of the property shall be applied in

Not Policisoft Potherrougo by London bod a Walver. Extension of the time for payment A amorphisticn of the same second by this Second valuatrument granted by Lender to seessor in Interest of Borrower shall not operate to release the liability of Borrower or any rest of Josephwar. Leader shall so be required to commence proceedings against any st of from over or to refuse to extend time for payment or otherwise modify amortization of withis Accounty Instrument to recion of any demand made by the original Borrower or any as of Berrown. Any probabance by Lander in accressing any right or remedy including, Lender's recommendation from the property continues. Entities of Successors in Interest of pure continues in 12 and 5 the continues and inverse of or preclude the exercise of any

Nave 11 jubility Co-signers; Successors and Assigns Bound. Borrower covenants and This Document is the property (as so signing this Security the Lake County Retwee the Property and arthe terms of this country of the property of the foreign and of the law of the Property of the Amis of the Security Instrument; and of the Property of the Property of the Nove without the co-signer's

Note of Species 19, any Socressor in Literary of Burrower who assumes Borrower's Society instrument in whiting and is approved by Lender, shall obtain all of tension under this Society Instrument. Borrower shall not be released from a little and the Society Instrument, less Lender agrees to such release in such release in series of the same of the Security harm and shall bind (except as provided in Section

normalization of the process of this Security Instantion that I bind (except as provided in Section 1922) and the property and rights under this the discount of places of places of the property and rights under this the discount of the property and rights under this the discount of the property and rights under this the discount of the property and rights under this the discount of the property and rights under this the discount of the property and rights under this the discount of the property and rights under the property and rights under the total discount of the property and rights under the permitted shows a security for the property of the permitted shows a property of the property of th

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er's recognance of any seen refuse made by direct payment to Borrower will constitute a of action porrower might have arising out of such overcharge.

vir access given by Borrowe, or Leader in connection with this Security Instrument must popular is Borrower in connection with this Security instrument shall be deemed to have . Ower when mailed by irrst class mail or when actually delivered to Borrower's notice other mestis. Notice to any one Borrower shall constitute notice to all Borrowers unless spressly requires otherwise. The totice address shall be the Property Address unless grated a substitute notice address by notice to Leoder. Borrower shall promptly notify resettings of audress. In Lender specifies a procedure for reporting Borrower's change of ower soul only report a change of adoress through that specified procedure. There may be a notice agaress under this Securely insulument at any one time. Any notice to Lender shall ing it or by maiting it by first crass shall to Lender's address stated herein unless Lender her address by notice to Borrower. Any notice in connection with this Security Instrument and have often given to Lenger and Lengally received by Lender. If any notice required by thera is also required united Applicable Law, the Applicable Law requirement will satisfy equively stander this becaming hastractural.

This Security instrument shall be governed a the law on the parisoletion in which the Property is located. All rights and obligations conceins a strument are subject to any requirements and limitations of Applicable Law. not be occurred as a problem against agreement by contract. In the event that any of the Security Instrument of the New conflicts with Applicable Law, such conflict shall a bit to of this Security Instrument of the New Witch wan be given effect without the

words of the massering gender shall mean and include The Stephens I strangery (8) words of the mascarine genuer man mean and include the two story of the of the formation genuer, the words in the singular shall mean and include the two story of the of the formation genuer without any obligation to take any

NOST, OF THE A and of this Security Instrument.

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of which is the transfer of the by Both were built of a date to a purchasur.
of the Property or any interest in the Property is sold or transferred (or if Berrower is not a beneficial underest in Both or it is sold or transferred) without Lender's prior written

of the Property or any lotters at the Property in old or transferred (or if Borrower is not to a bring field, understile Borrower is not a bring field, understile Borrower is not to a bring field, understile Borrower is not to a bring field, understile Borrower is not to a bring field, understile Borrower is not standard to be find pay to the field of Property in strument. In the field of Property is supported by Applicable Law.

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Joss this oppide I lended standard everylessels or antice of acceleration. The notice shall not to the standard of days from the field of this period. I become a figure amount. If Borrower falls to pay these expirates and this period. I enter the pay law obe an accordance period by this Security that the field of this period. I enter the pay the standard day of the period as a private and of the pay the prior to the antice to any of the field of this security and period as applied to the period as a pull field and the prior to the field of this security and period as a pull field and the period of the pay and recommended at any office prior to the office and of the period as a pull field of the period of the pay and recommended at a pay and the period of the pays all expenses and this security that the pay and recommended for the pays all expenses and this security that the pay and the period of the pays all expenses and this security that the pay as a figure and the first the condition of the pays all expenses and the pay and the prior that the pay and the prior to the action as an accordance in this security that the pays and the prior to the action as an accordance in the prior to the pays and the pay an on to a the his second by the becaming factor and stall continue unchanged. Lender contains a process of the following forms, and expenses at one or more of the following forms,

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The constant of among a decrea and had check, took check, treasurer's check or cashier's many and decreased and had been whose deposits are insured by a federal agency, if you can be considered to the solutions of the point constatement by Borrower, this Security and its as a current shall remain folly effective as if no acceleration had occurred to chart a shall not apply in the base of acceleration ander Section 18.

The Constant of Loan Services a believe or more than a without region policy to Portage.

this fleed by a drament) can be sold one or more times without prior notice to Borrower, in a stange in the entity. I now as the 'Loan Servicer') that collects Periodic Payments and this Security Instrument and performs other medgage loan servicing obligations under There also might be one or more changes of the The instrument and Applicable 1999. There is a change of the Loan Servicer. Borrower will be it is along a nich will find a contact and address of the new Loan Servicer, the address could be made and any other is ordered as some feed by a Lean Servicer other than the above a graph of the country of the co

to the first determination of the state of the state of the policy of any jedicial action (as either and need that determine the characteristic pursuant to this Security Reges that the other party has broaded the approvision of, or any duty owed by reason of, many, otherwise Borner or or feet in the northed the other party (with such notice given in a requirements of Security 18) or star alteged bread, and afforded the other party hereto a short the giving of such making to take corrective action. If Applicable Law provides a time those here contains not a can be a man that time earlied will be deemed to be reasonable in the range. The particle of head of the man point may to cure given to Borrower pursuant and the state of the second to be deemed to rotice of colors in an apport and to cut given to bottom. In well-to cite in the part of Section 18 shall be deemed to color in the substances. . .. ii. lik

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12 NOS CONTROL OF THE PROPERTY OF THE PROPERTY

13 CONTAINES. Borrower and Lender further covenant and agree as follows:

the of any covenant or agreement in this Security Instrument (but not prior to exceleration (Surplies Applicable 1) a wavefile of there ise). The notice shall specify: (a) the view received to cure the default (a) a date, not less than 30 days from the date the beareness by which the default must be cared and (d) that failure to cure the default discussed by which the default must be cared and (d) that failure to cure the default discussed by indictal proceeding and rate or the Property. The notice shall further the right to reinstage after acceleration and the right to assert in the foreclosure an explanation of before the date specified in the notice, Lender at its option rainted has not cared on or before the date specified in the notice, Lender at its option rainted has made and such as foreign this Security instrument without further towards this Security instrument last indicial proceeding. Lender shall be entitled to a location in anisolog the recorder provided in this Securion 22, including, but not allocate crosses? The and result of the residence

To plan and all all and all and all and the formation of the control of the control of the shall release this and the many thange Berestler also for releasing this Security Instrument, but only if the agency to solvie a ready, and a control of the control of permitted under applicable Law.



Form APS NO. Sc. Form APS NO. London States

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Initials: _

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BV SiG:	BELOV. Corrower accepts and agrees to the terms and covenants contained in this Security by Ride executed by Borrower and recorded with it.
ne.s. a	
	Basil Messer (Seal) BASIL MESSER: -Borrower
	PAULETTE MESSER -Borrower
	-Borrower
A. A. H.	(Seal) -Borrower
MAN "MI THE TENER OF THE MENT AND	[Space Below This Line For Acknowledgment]
Before m County, Starr FISH MEST	indersigned, a Notary Public for Prover AL! lianax personally appeared NOVINGETTE MESSER, HUSBAND AND WIFE the Lake County Recorder! The execution of this instrument this (14 day of March, 2008)
My Commiss	.pires: - Notary Public
Tale and aumo 18.1100 MF 18.11 Greefol Car tensioning	Lisha Vera Notary Public, State of Indiana Porter County My Commission Exp. 8/07/10 1240 Lisha Vera Notary Public, State of Indiana Porter County My Commission Exp. 8/07/10 1240 Lisha Vera Porter County My Commission Exp. 8/07/10
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LEGAL DESCRIPTION

Part of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 36 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 2162.65 feet South of the Northeast corner of said Section; thence West and parallel to the North line of said Section a distance of 647.9 feet; thence North 186.18 feet; thence East and parallel to the North line of said Section a distance of 649 feet to the East line of said Section; thence South along the East line of said Section a distance of 186.18 feet to the place of beginning, EXCEPT the East 345 feet and the West 30 feet thereof.





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER 2293 NORTH MAIN STREET CROWN POINT, INDIANA 46307

MICHAEL A. BROWN
Recorder



PHONE (219) 755-3730 FAX (219) 755-3257

MEMORANDUM

DISCLAIMER

This document has been recorded as presented.

It may not meet with State of Indiana Recordation requirements.

1. STAINED DOCUMENT AT TIME OF RECORDING
2. RIPPED OR TORN DOCUMENT AT TIME OF RECORDING
3. PAGE (S) MISSING AT TIME OF RECORDING
4. ATTACHEMENTS MISSING AT TIME OF RECORDING
5. DOCUMENT TOO LIGHT AT TIME OF RECORDING
6. DOCUMENT NOT LEGIBLE AT TIME OF RECORDING
7. DOCUMENT TORN DURING PROCESS OF RECORDING
8. DOCUMENT STAINED DURING PROCESS OF RECORDING
9. CUSTOMER INSISTING DOCUMENT TO BE RECORDED
10. DOCUMENT RECORDED AS IS, MAY NOT MEET STATE REQUIREMENTS
CUSTOMER INITIALS By 24 DATE: 3/3/08
EMPLOYEE INITIALS AS DATE: 3 /13 / 08