This document is being re-2014 080731 recorded to follow chain of little

STATE OF IND.

LAKE COUNTY
FILED FOR RECORD

2014 DEC 19 AN IO: 35
MICHAEL S. SROWN
RECORDER

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Return To:

Lake Federal Bank, FSB 7048 Kennedy Avenue Hammond, IN 46323-2212

Mortgage

** This is being re-recorded to follow proper chain of Title

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MICHAEL BERGWW RECORDER

. 2889 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 December 04, 2 with all Riders to this document.

(B) "Borrower" is Natalite J Klemoff

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(C) "Lender" is Lake Federal Bank, FSB Lender is a Federal Savings Bank organized and existing under the laws of The United States of America Lender's address is 7048 Kennedy Avenue, Hammond, IN 46323-2212 Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated December 04, 2014. The Note states that Borrower owes Lender SIXTEEN THOUSAND FIVE HUNDRED AND Dollars (U.S. \$ 16,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2030 (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) "Rider Inces Designation to the property of over The following Adjustable Rate Rate Lake and minum ridey Recorder Home Rider Balloon Rider VA Rider Planned Unit Development Rider X 1-4 Family Rider
Biweekly Payment Rider Other(s) [specify] (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. "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. (1) (J) "Electronic Funds Transfer" means any Hatter of funds, other than a transaction originated by check, draft, or similar paper instructed, which is inhiated through an electronic terminal, telephonic instrument, computer, or magneted the so as to craft, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but to collimited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephonic, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Rama" means those terms that are associated to Section 3.

(L) "Miscellaneous Proceeds" means and furnity transfers, sward of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5)

INDIANA Single Femily-Fannis Mae/Freddie Mac UNIFORM INSTRUMENT VMP 98 Wollars Kluwer Financial Services

Form 3015 1/01 VM P6(IN) (1302) Page 2 of 17 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. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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.

Transfer of Rights in the Property

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 [Type of Recording Jurisdiction] of Lake [Name of Recording Jurisdiction] :

The Southerly 20.00 feet of the Northerly 76.00 feet of Block 7 in Park Place, an Addition to

the Town of Highland, as per plat thereof, recorded in Plat Book 83, page 82, and amended by Plat of Correction, recorded in Plat Book 84, page 34, and further amended by 2nd Plat of Correction, recorded in Plat Book 85. County, Indiana.

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8794 St James Place 'Property Address")

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal, Interest, Escroly 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 and the Note of this Scourity instrument is returned to Lender yavaid, Lender flay 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. Dender as payment of the following tems, an school by and (a) cash (b) money brief (c) certified check bank rawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds

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 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 applied to the current before the need to be one of the periodic of time. Security in the payments are under the Note immediately prior to foreclosure. No offset of that which Borrower might have now or in the future against bender shall relieve Borrower making payments the under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

Application of Payments or Proceeds. Except as offerwise described in this Section 2, all payments accepted and applied to Lender shall be applied to each Periodic Payment in the order in which it became due.

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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 such time period as Lender may require. Borrower's obligation to

make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in his security instrument as the phrase covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the appearant are for an Escrow Item, under may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 forepay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance 1468 Section Claus Lender Section 9. The order pay to Lender all Funds, and

in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the enough pecessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender 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 monthly payments.

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charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any, To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrowers. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leader, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a liet White ran attain priority over this Security Instrument, Lender may give Borrower a notice the nity that the lien. Within 10 days of the date on which that notice is given, Borrower shall sakely the lien or take are or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one time charge for a real estate tax verification and/or reporting service used by Lender in connection with his Loan.

Property Insurance. Borrower shall keep the uncluded within the term "extended coverage," and any other hazards including, but not limited to sardiquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the

insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the

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periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower 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 tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until a ender has had an opportunity to insure the right to hold such insurance proceeds until a ender has had an opportunity to insure the work has been completed to Londer's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair and retoration in ceitagle payment by intellectual states of progress interest to be paid on such insurance proceeds. Letter stall not be returned to any interest or cernings 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

any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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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.

- Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal after the execution of this Security Instrument and shall continue to occupy residence within 60 days the Property as Borrover's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in visiting, which consent shall not be abreasonably withheld, or unless
- extenuating circumstances exist which are beyond Borrower's control.

 Preservation Maintenance and Protection of the Broperty Inspections. Sorrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property Wiesher or a Burrayae is residing in the Property Burrayae is residing in the Property Burrayae is residing in the Property and the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined a sugarant Section 5 (1) 112 in your residuality in an examinally feasible, Porrower 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 Payment's obligation for the completion of such regain or restoration. 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

- Borrower's Loan Application. Borrows Utilities in default if, during the Loan application process, Borrower or any persons or entities activated in the direction of Borrower or with Borrower's knowledge or consent gave materially false of the direction of Borrower or with Borrower's knowledge or consent gave materially false of the direction of Borrower in the Loan, Material representations include, but are not imitted to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

 Protection of Londer's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covernus and agreements contained in this Security Instrument, (b) there is a legal proceeding that major regulators of affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation

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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 whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by 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 from Lender to Borrower requesting payment.

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance caverage ceased to be in effect. Lender will accept, use and retain these required as a not refundable, loss cavery in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can not longer require loss test ree payments if Mortgage Insurance coverage (in the amount and for the period that Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to any the premiums for Mortgage Insurance. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or pright be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides the indirectly after a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance."

- (A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Morrigage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Morrigage Insurance, and they will not entitle Borrower to any refund.
- any refuse Lake County Recorder!

 (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.
- Assignment of Miscellaneous Proceeds; Forfeitura. 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 taid at reportunity to inspect such Property to ensure the work has been completed to Lender's catalaction, or cided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a sories of progress payments as the work is carapleted. Unless ar 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 the 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.

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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 disch ander's judgment precludes forfeigne of the ate to Drupairment of Lander's interest in the Property or other exty or rights under this Security Instrument are attributable to the shall be paid to Lender. impairment/of or requer's interest in the Property are hereby assigned as poors Proceeds that are not applied to restoration or rena-

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sorro This Dogument is the property of the true for payment or modification of amortization of the sums sourced by this Security Instrument granted by Lender to Borrower or any Sincessor in Interest of Borrower shall not operate to release the liability curity Instrument by ed made by the original Borrower or any Any for bearance in exercising any right or remedy including, without limit ance of

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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.

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

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

Loan Charges. Lender may charge Borrower fees for services performed in connection with

Borrower's default, for the purpose of protectines Lender's interest in the Property and rights under this Security lists under the property inspection and valuation fees, in regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or

If the Loan is subject to a law which sets maximum to an charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such availables.

Notices. All notices given by Borrower or under a connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first chars only or when actually delivered to Borrower's notice address if sent by other means. Notice on any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substruct notice address by notice to Lender. Borrower shall promptly notify Lorder of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's charge of Borrower shall only report a change of

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address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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 "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lander's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option I give Bar over 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 Surrower must pay all sums secured by this Sectivity Instrument. If Borrower fails to pay these sums prior to the expiration of this period, tender may knywky any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrover shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the latest all Security Latestument discontinued at any time prior to the latest all Security Latestument (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,

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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 periodic 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 address of the gov Doen Services, the address to which payments should by made and any other information RESPA requires in connection with a notice of transfer of contract and any other and thereafter the Load is a rejumes in connection with a notice of transfer of servicing. If the Note is and thereafter the Load is a rejected by a load fervicer of the transfer of the Note, the mortgage loan servicing obligations to Remove will. 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

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 clapse 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 la Servicon 18 shall be deemed to satisfy the notice and opportunity to take corrective action of a vertex of the Section 20.

21. Hazardous Substances. As used in his Section 21 to 19 Hazardous Substances are those substances defined as toxic or headrhous substances, pethants, or wastes by Environmental Law and the following substances: gasoline, tentsone, other flatamental or toxic petroleum products, toxic pesticios and herbicides, volatic solvenes, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means feveral 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, refuteful to 50%, or removal action, as defined in Environmental Law, and (d) an "Environmental Cleanup.

contribute to, or otherwise trigger an Environmental Cleanup.

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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).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, 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 is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender of its prior any require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurved in passuing are remedies provided in this Section 22, including, but that limited to, reasonable attorners' fees and costs of title evidence.

reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Scentify Instrument, Lender shall release this Scentify Instrument, Lender shall release this Scentify Instrument and I sums secured by this Scentify Instrument, Lender shall release this Scentify Instrument but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Valuation and Appraisement. Berrower waives all right of valuation and appraisement.

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



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Form 3015 1/01 VMP6(IH) (1302) Page 16 of 17

Acknowledgment State of County of Lake This instrument was acknowledged before me on December 04, 2014 by Natalie J Klemoff



Relience Stor Notary Public Notary County: LAKE

My commission expires: Oxoo5-2020

This instrument was prepared by: Lake Federal Bank, FSB 7048 Kennedy Avenue Hammond, IN 46323-2212

Mail Tax Statements To: Lake Federal Bank, FSB
7048 Kennedy Avenue
Hammond, IN 46323-2212
Octuber 1, affirm, under the penalties for perjury, that I have taken reasonable are to redact each Social Security number in this document, unless required by law

Lake Federal Bank, FSB

Loan originator Jackse Loake County Recorder!





1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4th day of December 2014 and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Lake Federal Bank, FSB

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 8794 St James Place Highland, IN 46322

[Property Address]

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

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

Instrument as the Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree make a change is the recent tree proteins of the control description of liess. Lenda agreed in writing to the change. Borrower shall comply with all laws, ordinances, regular and requirements of pay Toyel mental body and is allowed by Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not any lien inferior to the Security Instrument to be perfected against the Property will lender's prior written permission.

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

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

V/olters Kluwer Financial Service VMP*-57R (0811) Page 1 of 3 Initials: //



E "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

the Property. Upon the assignments in the Property in the Security Instrument is on a his paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a his paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a his his paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a his his paragraph of the Rents and transfers to Lender all the rents and property are shall make the security and unconditionally assigns and transfers to Lender all the rents and agrees that Borrower authorizes Lender or Lender's agents to collect the payable. Borrower authorizes Lender or Lender's agents to collect the payable. wever, default to the Rents Talling to the Bents until 10 Lender has given Borrower cot pent(s) that the Bents are to be paid to Lender or Lender's agent. This institutes an absolute assauce (and not accept the lender)

shall be secured le Rents ercents ints due ant: (iv) agents rty and enniums sments rument; unt for

the costs of taking control of and

giving notice of default to lighted receiver, may do so half not cure or waive any esignment of Rents of the Instrument are paid in full.

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

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP *-57R (0811) Page 2 of 3 Initials: 広民 Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider. (Seal) -Børrower (Seal) Nathie J Klembff -Borrower ___(Seal) -Borrower (Seal) -Borrower ____(Seal) -Borrower _(Seal) -Borrower _(Seal) ___(Seal) -Borrower -Borrow er Document is MULTISTATE 1 4 FAMILY RIDER - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT
VMP 8-87R Phils Document is the property of one 3170 1/01 the Lake County Recorder!



Michael B. Brown

Recorder of Deeds Lake County Indiana 2293 North Main Street Crown Point, In 46307 219-755-3730 fax: 219-648-6028

Certification Letter

State of Indiana)

) SS County of Lake)
This is to certify that I, Michael B. Brown, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of a
DocMorigage is
NOTOFFICIAL
This Document is the property of
the Lake County Recorder!
as recorded as 2015-002094 01/14/2015
as this said document was present for the recordation when MICHAEL B. BROWN
was Recorder at the time of filing of said document
Dated this
Jone De La Company de la Compa
Deputy Recorder
Midwel B. Brown
Michael B. Brown, Recorder of Deeds Lake County Indiana

Form # 0023 Revised 5/2002