

STATE OF INDIANA )

COUNTY OF LAKE )

) SS:

IN THE LAKE SUPERIOR COURT

ROOM NO. FIVE

91021768

HAMMOND, INDIANA

ALDON BUILDERS, INC., )

Plaintiff, )

vs. )

CAUSE NO. 45-DO5-88-05-CP-00467-0

JUDITH A. PERDUE, et al, )

Defendants. )

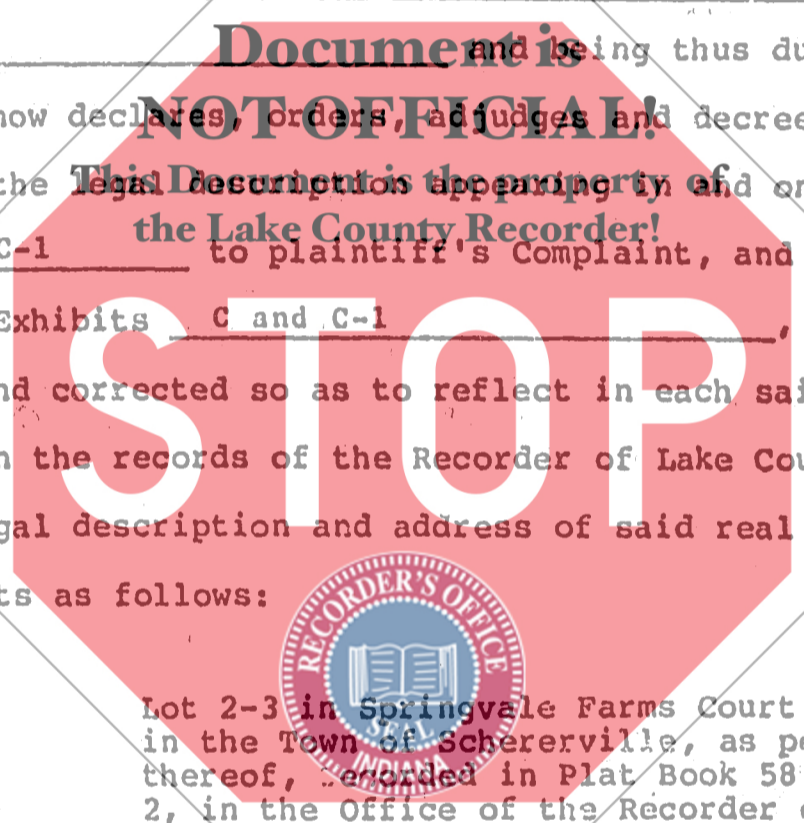
DECLARATORY JUDGMENT

The Court having examined plaintiff's Complaint herein, including the exhibits hereto, and having further examined the Consent and Stipulation to Entry of Declaratory Judgment, executed and filed herein by defendants William Darrell Ford and Janet Lee Ford

and being thus duly advised in the premises, now declares, orders, adjudges and decrees as follows:

That the legal description appearing on Exhibits C and C-1 to plaintiff's Complaint, and likewise annexed hereto as Exhibits C and C-1, be amended, modified and corrected so as to reflect in each said instrument and document on the records of the Recorder of Lake County, Indiana, the correct legal description and address of said real estate and improvements as follows:

Lot 2-3 in Springvale Farms Court H, in the Town of Schererville, as per plat thereof, recorded in Plat Book 58, page 2, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 73.66 feet to the point of beginning; thence South 10 degrees-22'-00" W, 82.17 feet to the South line of said Lot 2; thence West along said South line, 32.60 feet; thence North 10 degrees-22'-00" E, 82.49 feet to said North line; thence East along said North line, 32.60 feet to the point of beginning. Commonly known as Unit 203, 1886 Azalea Court.



STATE OF INDIANA/S.S. NO. 45-DO5-88-05-CP-00467-0  
FILED  
MAY 8 11 21 AM '91  
ROBERT E. ANTON  
CLERK LAKE SUPERIOR COURT

FILED IN OPEN COURT

JUL 28 1989

Robert E. Anton  
CLERK LAKE SUPERIOR COURT

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

MAY 08 1991

Exhibit "A"

Alex N. Anton  
AUDITOR LAKE COUNTY

to 24.00  
00446

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Recorder of Lake County, Indiana, reflect the foregoing corrected legal descriptions and addresses on the relevant records, instruments and documents kept and maintained of record by said County Recorder, as reflected in the instruments annexed hereto.

ALL OF WHICH IS ORDERED, ADJUDGED, and DECREED this 28 day of July, 1989.

*James R. Richard*  
\_\_\_\_\_  
Judge, Lake Superior Court, Room 5



Lot 2-3 in Springvale Farms Court II, in the Town of Schererville,  
as per plat thereof, recorded in Plat Book 58 page 2, in the  
Office of the Recorder of Lake County, Indiana, described as  
follows: Commencing at the Northeast corner of said Lot 2; thence  
West along the North line of said Lot 2, 73.66 feet to the point  
of beginning; thence South  $10^{\circ}-22'-00''$  W, 82.17 feet to the South  
line of said Lot 2; thence West along said South line, 32.60 feet;  
thence North  $10^{\circ}-22'-00''$  E, 82.49 feet to said North line; thence  
East along said North line, 32.60 feet to the point of beginning.  
Commonly known as Unit 2-3, 1530 Azalea Court.

1886







RECORDED  
MAY 16 1984  
OFFICE OF THE RECORDER  
CLERK OF COURTS  
CLERK OF COURTS

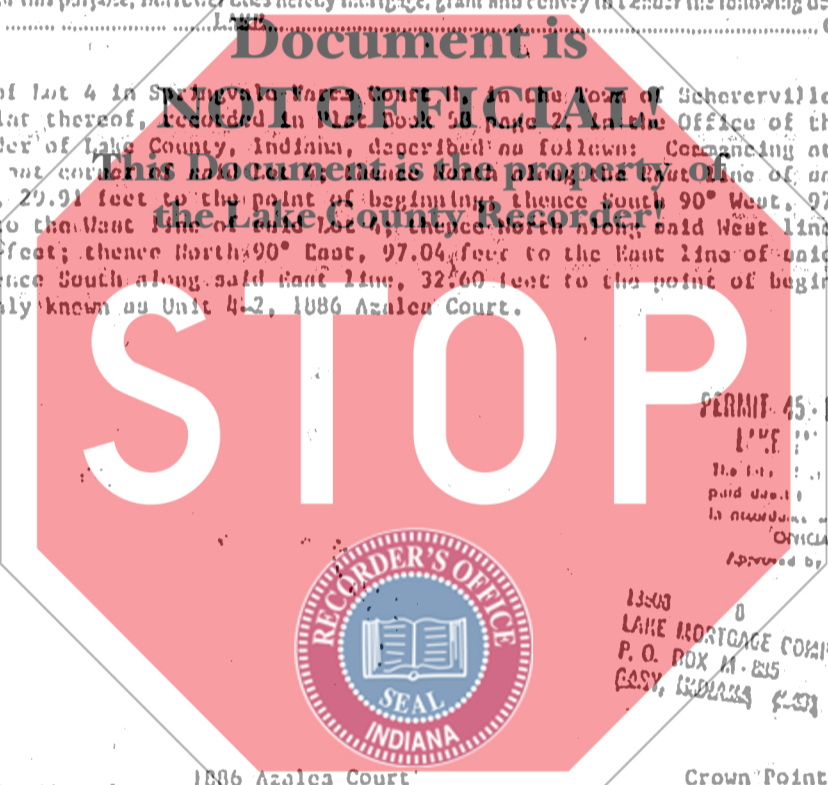
(How Many Units for Recording Fee)

785442

### MORTGAGE

19.84 THIS MORTGAGE ("Security Instrument") is given on December 14, 1984. The mortgagor is MILLIE BARRETT FOX and JACOB LEE FOX, husband and wife ("Borrower"). This Security Instrument is given to LAKE MORTGAGE COMPANY, INC. which is organized and existing under the laws of the State of Indiana, and whose address is Cory, Indiana ("Lender"). Borrower owes Lender the principal sum of FOURTY THOUSAND AND NO/100 Dollars (U.S. \$40,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2015. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 the following described property located in Crown Point County, Indiana:

Part of lot 4 in Springvale Acres, Const. II, in the town of Schererville, no per plat thereof, recorded in Plat Book 58, page 2, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southeast corner of said lot 4; thence North along the East line of said lot 4, 29.91 feet to the point of beginning; thence South 90° West, 97.04 feet to the East line of said lot 4; thence North along said East line, 32.60 feet; thence North 90° East, 97.04 feet to the East line of said lot 4; thence South along said East line, 32.60 feet to the point of beginning. Commonly known as Unit 4-2, 1886 Azalea Court.



which has the address of 1886 Azalea Court Crown Point  
 (Street) (City)  
 Indiana 46307 ("Property Address");  
 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

EXC-1



**DEFERRED COVENANTS** Borrower and Lender agree that the following:

1. **Payment of Principal and Interest (Payments and Late Charges).** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower at all pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly household payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums and (d) yearly mortgage insurance premiums, if any. These items are called "annual items." Lender may estimate the Funds due on the basis of official data and reasonable estimates of future action items.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency including Lender or Lender's such an institution. Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, and may the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual statement of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph (9) the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the taxes, assessments, charges, fines and impositions are not paid, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly satisfy any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or foreclosure of any part of the Property; 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 lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and materials. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proper claim if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph (9) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, applying its own, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall be one additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assignments; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, amend or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

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

14. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

15. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property. Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstata. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the either of: (a) 3 days (or such other period as applicable law may require) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 13 or 17.



NON UNIFORM COMMERCIAL CODE and Lender further covenant and agree as follows:

19. Accelerating 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the 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 cure in the foreclosure proceeding the non-occurrence 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 at its option may 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 incurred in carrying out the remedies provided in this paragraph 19, including, but not limited to, court costs, attorney's fees and costs of this instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums, ... and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

22. Valuer of Value and Appraiser. Borrower waives all right of valuation and appraisal.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

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



*William Darrell Ford* ..... (Seal)  
William Darrell Ford  
*Janet Lee Ford* ..... (Seal)  
Janet Lee Ford

STATE OF INDIANA, Lake County ss:

On this 14th day of December, 1984, before me, the undersigned, a Notary Public in and for said County, personally appeared William Darrell Ford and Janet Lee Ford, husband and wife, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: 1-21-87  
County of Residence: Porter

*Barbara J. Hall*  
Barbara J. Hall, Notary Public

This instrument was prepared by: Peter S. Briggs



ADJUSTABLE RATE RIDER  
(1 Year Index - Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 14th day of December, 1984, 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 Adjustable Rate Note (the "Note") to LANE MORTGAGE COMPANY, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at

1006 Aradon Court, Crown Point, Indiana 46307  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of January, 1985, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, the index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most current index is published in the Federal Reserve Bulletin before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ONE AND 75/100 percentage points (1.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

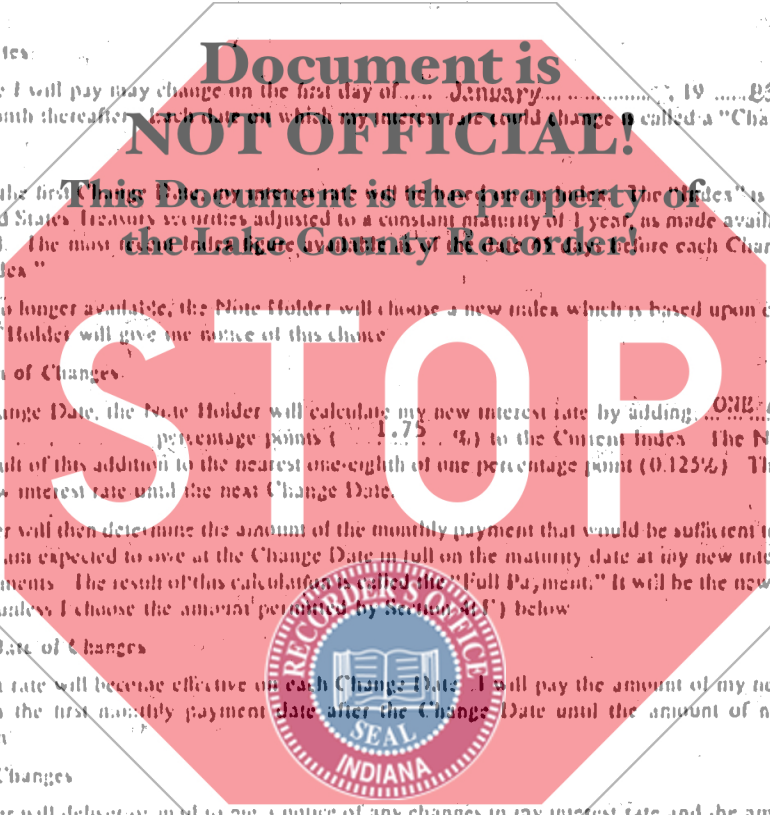
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Borrower's Right to Limit Monthly Payment

Unless Sections 4(H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number .075. This amount is called the "Limited Payment." If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(G) Addition to (F), Unpaid Principal

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion



and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

**(1) Limit on My Unpaid Principal; Increased Monthly Payment**

A. Unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

**(1) Required Full Payment**

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

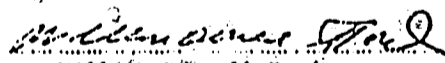
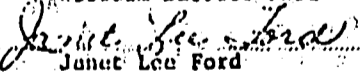
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Note.

 (Seal)  
William Durrell Ford  
 (Seal)  
Janet Lee Ford



MOTION BLANK MEMORANDUM

IN THE LAKE SUPERIOR COURT

Room No. Five

Cause No. 45-D05-88-05-CP-00467-0

Date: 7/27/89

Title of Case: Aldon Builders, Inc. vs. William Darrell Ford and Janet Lee Ford and Lake Mortgage Company, Inc.

Brief Statement of Motion

) Comes now plaintiff, by counsel, and  
 ) files and presents to the Court "Consent  
 ) And Stipulation To Entry of Declaratory  
 ) Judgment by defendants William Darrell  
 ) Ford and James Lee Ford: (H.I.) Plaintiff  
 ) shows to the Court, by the record of  
 ) proceedings herein, that defendant mortgagee,  
 ) Lake Mortgage Co., Inc., has appeared by  
 ) attorney Bruce Sayers, Esq., and Gregory  
 ) Sobkowski, Esq., and that said defendant  
 ) mortgagee has filed Answer herein acknowledg-  
 ) ing plaintiff's right to relief in the  
 ) mutual best interests of all parties seeking  
 ) only to preserve the first mortgage lien of  
 ) said Lake Mortgage Co., Inc. as a first,  
 ) prior and superior mortgage and claim as to  
 ) the subject real estate. The Court having  
 ) examined the foregoing Consent and the  
 ) record of proceedings herein, including  
 ) plaintiff's Complaint and defendant Lake  
 ) Mortgage Company's Answer aforesaid, now  
 ) orders, adjudges and decrees that Declara-  
 ) tory Judgment be entered herein as to  
 ) defendants William Darrell Ford and Janet  
 ) Lee Ford: (H.I.) Order Per Form.



ENTER :

*[Signature]*  
Judge, Lake Superior Court, Room Five

Name of Moving Counsel

) Kenneth D. Reed, 5231 Hohman Avenue, Hammond, IN  
)  
)

Name of Opposing Counsel

)  
)  
)

FILED IN OPEN COURT

JUL 28 1989

*[Signature]*  
CLERK LAKE SUPERIOR COURT