## MORTGAGE

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	. 7	THIS MOR	TGAGE	("Security Instru	ment") is given on	May	4husband and warent is given to		<b>5</b>
19	. 91 ر	. The morts	gagor is	Michael A.	Siuba and Ri	ta H. Siuba.	husbandandw	ife	. <u>t</u>
•					("Borrower"). Tl	nis Security Instru	ment is given to	100-100-100-100-100-100-100-100-100-100	
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Bo	OFFOW	er owes Len	der the priv	ncinal sum ofS	eventy Two Th	ousand Eight		0/100	
				THE PARTY OF THE P		CARROLL CONTROL OF A L	112 CCOL 12 CALCELLOCA	ON DOLLOWER SHOP	C.
ďä	ited th	e same date	e as this Sec	enrity Instrument	("Note"), which i	provides for moni	thly navments, with	the full debt, if no	ıt.
ρá	iid ear	lier, due an	d payable o	nu	ne de 2016		This S	ecurity Instrumen	t?
SC	cures	to Lender:	(a) the rep	ayment of the de	bt evidenced by the	ne Note, with int	erest, and all renew	als, extensions an	ď
m	odifica	ations; (b) t	he payment	t of all other sum	s, with interest, ad	vanced under par	agraph 7 to protect nts under this Secur	the security of thi	8
20	curity	Instrumen	it; and (c) ti	ne periormance o	i Horrowers coven	ants and agreeme	ender the following	ity instrument an described propert	Oʻ
lö	cated	in	Jul Puse, Esc	This Dut	reverent is t	he propert	ender the following	County. Indiana	J.

Ivanhoe, in the City of Hammond, 20, in Lake Indiana



TERMS of Sections

THE PROPERTY SAME

which has the address of725	8.∔Hohman≫Âvenue	r Ala <b>ce</b> in a	#Hammond	re.
	TEACHER TEACH		∠ [Clty]	
[Zip/Code]	Propert	Astronomy)		t jako egi a

Appurtenances; rents, royalties, mineral, oil and gas rights and profits, water rights and stock 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 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 property.

-Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form #3015 12/83

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the 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 shall 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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold 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 escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow 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 if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing 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 accounting 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 19 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 leasehold 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments his Document is the property of

Borrower shall promptly discharg 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) contests 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 forfeiture 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 Cender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. 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 proof of loss 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 commically 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 palagraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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 performathe 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, appearing in court, 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 become additional debt of Borrower secured by this Security Instruments 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.

If 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.

8. 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.

9: 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 of 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 rums 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.

10. 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 comprence 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 payment or otherwise modify amortization of the sums secured by the security in exercising pure right or remedy by the original 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

nder and Corrower, subject to the provisions The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leni of paragraph 17. Borrower's covenants and agreements shall be joint and several Instrument but does not execute the Note: (a) is co-signing this Security fusionient 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

13. Legislation Affecting Lender's Rights. If enactioent 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 soms 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.

14. Notices. Any notice to Borrower previded for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law cogures 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.

15. 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.

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

17. 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) 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's this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had 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 COVENANTS. Borrower and Lender further covenant and agree as follows:

19. 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 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) a date, not less than 20 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 non-existence 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, I ender 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 pursuing the remedies provided in this paragraph 19 including, but not limited to, reasonable attorneys! fees and costs of title evidence.

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 on receiver's bonds and reasonable attorneys fees, 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. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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)] Construction Loan

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X	Adjustable Rate R	ider	□X «XXXXX	XXXXXXXXXX Rid	er.	1,	2-4 Fam	ily Rider	
	Graduated Paymer	nt Rider	Plann	ed Unit Deve	elopment Ri	der		; · ·	
X	Other(s) [specify]	Rider to	Delete	and Substi	tute Non-	Uniform	Covenant	1,	
By	SIGNING BELOW,	Borrower ac	DOCU	iment	terms and	covenants	contained in	n this Securit	ý

This Document is the respective source and reported with it.

The Lake County Michael of Agiuba (Seal)

Rita R. Siuba (Seal)

-Borrower

[Space Below This Line For Acknowledgment]

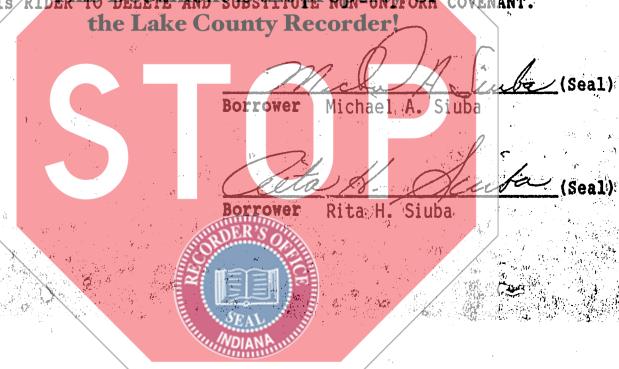
STATE OF	INDIANA	······ )		
COUNTY OF	LAKE	SS:		A
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		H. Siuba, husband and wi	(date)	• • • • • • • • • • • • • • • • • • • •
	DU5	(person(s) acknowledging)	A SK William M. D	pr
My Commission				4
County of Re	ésidence: Lake	Jan	NeStath	(SEAL)
1110	les de la companya della companya della companya de la companya della companya de	Jan McGrath FY C STUR VICE PRESIDE	Notary Public	<i>₩</i> **
This instrument.	was prepared by JEFFR		LOAN ASSOCIATION	*******

## RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT

This RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT is made this 4thday of May 1991, and is incorporated into and shall be deemed to delete and substitute Non-Uniform Covenant 21 of the Mortgage (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note to CITIZENS, FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA (Lender) of the same date and covering the property described in the Security Instrument and located at: 7258 Hohman Avenue, Hammond, IN 46324

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to delete Non-Uniform Covenant 21, entitled Release, and substitute the following: "Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay Lender for expenses incurred in releasing the Security Instrument, including, but not limited to preparation of payoff statements, preparation of and processing Satisfaction of Mortgage and recordation or filing fees."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT.



## CONSTRUCTION LOAN RIDER

supplement the Mortoundersigned ("Borro	<u>land</u> is incorporate gage ("Security Institute in the Citizens")	d into and shall b rument") of the sa Federal Savings	his <u>4th</u> day of e deemed to amend and me date given by the and Loan Association cunity Instrument and	]; ];
which has the addres	ss of7258_Hohman_A	venue, Hammond, IN	46324 S	
Security Instrument conditions contained	further secures to l d in a Construction dated <u>May 4</u> made a part of the S	ender the perform Loan Agreement 1991, which i ecurity Instrument	rity Instrument, the ance of the terms and ("Agreement") between a hereby incorporated	in the second
by Lender prior to Security Instrument	ade by Lender pursuar wer secured by the Scompletion of the imp	eaurity Instrument provements to prote disbursements purs	t shall be the indebt All sums disburse ct the security of the Mant to the Agreement	ed ne
the terms and condi	bear interest from ower's note. In the tions of the Agreement ded in paragraph 11 o	nt, Lender may, a	sement at the interes by Borrower of any o t its option, exercis	st of se
	Borrower accepts accurity Instrument and		terms and covenant	ts
Michael A. Siuba	Jen ba Borrower L	Rso Rita H. Si	uba Borrowe	<u></u>

## ADJUSTABLE RATE LOAN RIDER

THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT, IN HIGHER PAYMENTS: DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS:

This Adjustable Rate Loan, Rider ("Rider") is made this day of 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the undersigned ("Burrower") to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender") of the same date ("Note") and covering the property described in the Security Instrument and which has the address of 7258 Hohman Avenue, Hammond, IN 46324

MODIFICATIONS. In addition to the covenants and agreements made in the  $^{
m w}$  Security Instrument, Borrower and Lender further covenant and agree as follows: ${
m w}$ 

INTEREST RATE AND MONTHLY PAYMENT CHANGES.
The Note has an Initial Interest Rate 10117140 %. The Note interest rate may be increased or decreased on the first day of the month beginning on June 1 1992 and on that day of the month every twelve (12) months thereafter. Each date on which the interest rate may change will be called a "Change Date." "Change Date."

Interest only will be payable monthly on the outstanding principal balance beginning on the first day of the month following the first disbursement of the loan proceeds and continuing on the first day of each month thereafter until 19392, monthly principal and interest payments will remain fixed at the Initial Thterest Rate of 7:40% until the first Change Date On the first Change Date and all Change Dates thereafter, payment changes will correspond to the incerest rate changes to amortize the principal balance over the remaining term.

Changes in the interest rate will be based on changes in an interest rate

index. The Index is the Monthly Average Yield on the United States Treasury

Securities Adjusted to a Constant Maturity of One Year.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.50 % to the Current Index. The Current Index figure is the most recent Index figure available at least 30 but not more than 45 days prior to each Change Date. The Note Holder will round the new interest rate to the nearest one-eighth of one percentage point.

The interest rate will not be changed by more than two (2) percentage The maximum interest rate ("Ceiling") charged will points on any Change Date. not be more than 12.40%. The Note Holder will adjust the new interest rate so that the change in the interest rate will not be more than those limits.

LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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 lowed under the Note or by making a direct payment to Borrower.

PRIOR LIENS

If Lender determines that all or any part of the sums secured by this security instrument are subject to a lien which has priority over this Security Instrument, Lender may send Bonrower a notice identifying that lien. Borrower a riority over this Sec Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change the maximum interest charged, and the minimum interest rate charged (if there is a limit), or (3) a different Index, or (4) the payment of Loan Fees, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

(Seal) Rita H. Siuba Michael A. Sluba (Seal)

