159880

Jusi / Em/Epp

91027400

MORT	GAGE	
THIS MORTGAGE ("Security instrument") is given on	05/31/91	
INDIANA FEDERAL SAVINGS AND LOAN ASSO	CIATION	and whose address is
Borrower owes Lender the principal sum ofNinety Thous	and and no/100	<u> Santa da Cara da Cara da Arrego da</u>
Oollars (U.S.\$ 90.000,00 ). This debt is	evidenced by Borrower's note	dated the same date as this
Security Instrument ("Note"), which provides for monthly payment on June 1 2021 this Security Instrument by the Note, with Interest, and all renewals, extensions and product interest, advanced under paragraph 7 to protect the security instruments and screen enterest under this Security interest mortgage, grant and convey to Lender the following described processes.	nt secures to Lender: (s) the lifeations of the Note; (b) the y of this Security Instrument; ment end the Note: For this	repayment of the debt evidenced payment of all other sums; and (c) the performance of purpose, Borrower does hereby
LOT 47 IN INNSBROOK, UNIT NO. 6, If		County, inciana:
MERRILLVILLE, AS PER PLAT THEREO		
BOOK 56 PAGE 18, IN THE OFFICE OF	THE RECORDER OF	31
LAKE COUNTY,INDIANA.		
		Age   Share Share
		Jun 5 10 47 114 9 ROBERT (BOB) FREELAND RECORDER
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화가 살레 어느 것이 하는 이번에 하는 말씀.		
which has the address of 6398 MARSHALL CT	MEI	RRILLVILLE
ndiana 46410 ("Property Address")		The second secon

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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.

INDIANA.-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT FORM: 3015 9/90 (page 1 of 5)

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 as a lien on the Property: (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow accont under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may 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 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 exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due tender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender any amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 115 under paragraght 21; Lender that acquisition or sale of the Property, shall apply says Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 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.

Borrower shall promotly discharge any lien which has profit 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 (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 tien. 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 or Property 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 including floods or flooding, 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 chall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 to 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 21 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.

The conversion can only take place on a date(s) specified by the Note Holder during the period between the 37th month and the 59th month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

(i) I must give the Note Holder notice that I want to do so: (ii) on the Conversion Date, I cannot be in default under the terms of the note, and I must have been current with respect to all payments due on the note each month for 12 months prior to the date of conversion: (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$250; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion: (v) I must qualify for the fixed rate payment being offered. To qualify I must meet the current FNMA/FHLMC underwriting guide-lines for fixed rate programs.

### (B) Calculation of Fixed Rate

My new fixed rate will be at the option of the Note Holder, equal to either the Federal National Mortgage Association's or the Federal Home Loan Mortgage Corporation's required net yield (as of the date you notify the Note Holder or my election to convert) for fixed rate mortgages covered by applicable 60 day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitment is not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated will not be greater that the Maximum Rate stated in 4D.

(C) New Payment Amount and Effective Date

if I choose to exercise the conversion option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the conversion date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the conversion date, I will pay the new amount as my monthly payment until the Maturity Date.

# C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrover. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrover is sold or transferred and Borrover is not a natural person) without Lender's prior written consent Lender may at its option transferred and Borrover is not a natural person) without Lender's prior written consent Lender may at its option transferred and Borrover is not a natural person) without Lender's prior written consent Lender may at its option, transferred and Borrover is not a natural person) without Lender's security instrument. However, this option shall not be exercised by Lender it averages to be submitted to Lender Information required by 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 also may 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 cate the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower 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 pilor 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

BY SIGNIN	IG BELOW, Borrower	accepts and agrees to the terms and covenants	Contained in this Adjustable Rate Ric
		DANIEL J DUBRÍN	(Seal) Borrower
			(Seal) Borrower

FORM 104A 3/1 AML-CONVERSION PAGE 2

- .6. Occupancy, Preservation, Maintenance ಆಗರ Protection of the Propety; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest: Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lenders (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.
- 7. Protection of Lender's Rights in the Property. 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 forfeiture 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 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. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this. Security Instrument, Borrower shall pay the premiums required to meintain the mortgage insurance in effect. If, for any reason the mortgage insurance coverage required by Lender lapsed or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in effect, from an alternate mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender 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 total taking of the Property, the proceeds should applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Boncwer, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Boncwer 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. In this event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 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 Assigns Bound; 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, forbear or make any accomodations with regard to the terms of this Security Instrument or the Note without that 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 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 the 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. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall 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.
- 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 falls 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 of 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 all 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 declined (b) dures any default of any other covenants or agreements; (c) pays at 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 ilent 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 paragraph 17.

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- 19. Sale of Note; Change of Loan Servicer.

  The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that rolate to health, safety or environmental protection.

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 paragraph 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 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

23. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

24. 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)]

X Adjustable Rate Rider	Condominium Ri	der 2-4 Family Rider	
Graduated Payment Ri	der Planned Unit De	velopment Rider	
Other(s) [specify]			1
BY SIGNING BELOW, B and in any rider(s) executed by		he terms and covenants confidence in	his Security Instrument
	(Seal)	Waned Link	de Paris 10mm
	-Borrower	DANIEL J DURKIN	-Borrower Seal)
	•	•	10n
			-Borrower (Seal)
		e For Acknowledgment]	r .
		nent is	
STATE OF IN	NOT OF	FICIAL!	•
	This Documents is	the property of	
COUNTY OF LAKE	the Lake Cou		
I, Gloria Mille	er, a N	otary Public in and for said county an	state, do hereby certify that
DANIEL J. DURKIN	r proved to me to be the person	n(s) who, being informed of the conten	personally appeared
	owledged sald instrument to be_	his free and	voluntary act and deed and that
ha evented est	d Instrument for the purposes a	(his, her, their)	
(he, she, they)	distribution the purposes at	id uses therein set forth.	The same of the
Witness my hand and official se	eal this05/31/91		
	TUTTE	ES CON	
My Commission Expire: 10-	24-92	ha ha	A CONTRACTOR
		I work	/ULCH (SEAL)
	III I SE	Notary Public Glor	ia Milley
This instrument was prepared by	EDITH L BROWN	NA	

# ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this	05/31/91 .	and is incorporated i	nto and shall be
deemed to amend the Mortgage, Deed of Trust or S	ecurity Deed (the "Sec	xurity instrument") of t	he same date given by
the undersigned (the "Borrower") to secure Borrower INDIANA FEDERAL SAVINGS AND LOAI	rs Adjustabio Hate No N ASSOCIATION!	to (the "Note") to	date and covering the
the property described in the Security Instrument and		"Glides   Ol tile serile	mata ting coloring ma
6398 MARSHALL CT		ILLVILLE, IN 46	3410
(Property A	\ddress)		
	unua ran alikhara	IN THE INTEREST D	ATE AND THE
THE NOTE CONTAINS PROVISIONS ALLO MONTHLY PAYMENT. THE NOTE LIMITS	THE AMOUNT THE P	ORROWER'S ADJUST	ARIF INTEREST
RATE CAN CHANGE AT ANY ONE TIME	AND THE MAXIMUM I	RATE THE BORROWE	R MUST PAY.
THE NOTE ALSO CONTAINS THE OPTION			
ADDITIONAL COMMENTS. In addition to the cover	ants and agreemonts	made in the Security	instrument, Borrower and
Lender further covenant and agree as follows:			<b>₹</b>
A. ADJUSTABLE RATE AND MONTHLY PAYMENT	CHANGES	,	
The Note provides for an initial interest rate of		The Note provides to	r changes in the adjustable
interest rate and the monthly payments, as follows:		_	
4. ADJUSTABLE INTEREST RATE AND MONTH	II V DAVMENT CHANT	arq.	<b>'99</b>
(A) Change Dates	cument i	5	
The adjustable interest rate I will they may of	hange on the first day	of Thine	1994 and on
that date every 12th month thereafter. Each date of	n which my adjustable	Interest fate could cl	nange is called a "Change Date
(B) The Index This Docume	ent is the pro	perty of	
Beginning with the first Change Date any ad	Justable Interest reter	viir bedanded on an in	dex. The "Index" is the weekly
average yield on United States Treasury securities a	djusted to a constant	maturity of 1 year as	made available by the
Federal Reserve Board. The most recent Index figu	re available as of the	date 45 days before E	sach Change Date is called
the "Current Index."  If the Index is no longer available, the Note	Holder will choose a	new index which is bo	sed upon comparable informati
The Note Holder will give me notice of this choice.	1101001		
(C) Calculation of Changes			
Before each Change Date, the Note Holder	will calculate my new	interest rate by addin	2.750 percentage
points ( 2.750 %) to the Current Index	x. The Note Holder w	Ill then round the rest	alt of this addition to the neares
one-eighth of one percentage point (0.125%). Subje		In Section 4(D) below	this rounded amount will be.
my new interest rate until the next Change Date.  The Note Holder will then determine the arm	ount of the marthy n	avment that would he	sufficient to repay the unpaid
principal that I am expected to owe at the Change	Date in full on the ma	turity date at my new	interest rate in substantially
equal payments. The result of this calculation will i	bethe new amount of	my monthly payment	
(D) Limits on Interest Rate Changes	E. MOIANA MILIT		
The interest rate I am required to pay at the	e first Change Date wi	not be greater than	10.500 % or less th
6,500 %. Thereafter, my adjustable int	erest rate will never be	e increased or decrea	sed on any single Change Date
by more than two percentage points (2.0%) from th	e rate of interest I hav	e been paying for the	preceeding 12 months. My
interest rate will never be greater than 13.875	%, which is call	a the Maximum Hate	
(E) Effective Date of Changes	<u>.</u>		a a Santana Babaha Bahaha an
My new interest rate will become effective of	in each Change Date.	I will pay the amoun	It of my new monthly payment.
beginning on the first monthly payment date after the	ne Change Date until	the amount of my mo	ittilià baltitotti cuatillos allani
(F) Notice of Changes			to temperate and the amount of
The Note Holder will deliver or mail to me a my monthly payment before the effective date of ar	i notice of any change	ss in my adjustable iii e will include informati	on required by law to be given
me and also the title and telephone number of a p	erson who will answer	any questions I may	have regarding the notice.
mo wild also mo and the product the many of the			
B. FIXED INTEREST RATE OPTION			and Maria San San San Araba and Maria and Araba an
The Note provides for the Borrower's option to	convert from an adjus	stable interest rate wil	n interest rate limits to a fixed
interest rate, as follows:	•		
5. FIXED INTEREST RATE CONVERSION OPT	IÓN.		
(A) Option to Convert to a Fixed Rate			
I have a Conversion Option which I can ex	ercise unless I am in	default or this Section	5(a) will not permit me to
do so. The "Conversion Option" is my option to	convert the interest rat	le I am required to pa	y by this Note from an

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adjustable rate with interest rate limits to the fixed rate calculated under section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period between the 37th month and the 59th month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

(i) I must give the Note Holder notice that I want to do so: (ii) on the Conversion Date, I cannot be in default under the terms of the note, and I must have been current with respect to all payments due on the note each month for 12 months prior to the date of conversion: (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$250: and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion: (v) I must qualify for the fixed rate payment being offered. To qualify I must meet the current FNMA/FHLMC underwriting guidelines for fixed rate programs.

### (B) Calculation of Fixed Rate

My new fixed rate will be at the option of the Note Holder, equal to either the Federal National Mortgage Association's or the Federal Home Loan Mortgage Corporation's required net yield (as of the date you notify the Note Holder or my election to convert) for fixed rate mortgages covered by applicable 60 day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitment is not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated will not be greater that the Maximum Rate stated in 4D.

# (C) New Payment Amount and Effective Date

if I choose to exercise the conversion option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the conversion date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the conversion date, I will pay the new amount as my monthly payment until the Maturity Date.

### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option until the condition stated in Section B of this Adjustable Rate Rider,

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

Transfer of the Property or a Beheticial 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 this of all sums secured by this Security Instrument. However, this option shall not exercise this option it: (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 also may 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 dots the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower talls 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.

2. If Borrower exercises the Conversion Option uncer the conditions stated in Section 8 of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Incrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Incrument shall instead be in effect, 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.

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 falls 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 orgens to the jerms and covenants contained in this	Adjustable Rate Ride
DANIEL J DURKIN	(Seal) Borrower
. •	(Seal) Borrower

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