91060610

- [Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is give

. The mortgagor is

1 CLAAR and LISAIM CLAAR HUSBARD AND WIFE

the Lake County Recorder!

("Borrower"). This Security Instrument is given to First Federal Savings Bank of Indiana

which is organized and existing under the laws of address is

, and whose

8400 Louisiana, Merrillville, IN

46410

("Lender"). Borrower owes Lender the principal sum of

Thirty-Two Thousand and No/100 ----

Dollars (U.S. \$

32,000.00

This debt is evidenced by Borrower's note dated the conte date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, the and payable on September 10, 2004

This Security Instrument secures to Lender: (a) the representation the deat evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (e) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borzower does hereby mortgage, grant and convey to Lender the following described property located in County, Indiana:

LOT 814 IN LAKE OF FOUR SEASONS, UNIT NO. 7, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address of

Indiana

3518 WINDSOR PLACE LOFS

CROWN POINT

[Street, City],

[Zip Code] 46307

("Property Address");

Page 1 of 6

Form 3015 9/90 \ Amended 5/91

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 6R(IN) (9105)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

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

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

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

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") for: (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; (e) yearly mortgage insurance premiums, 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 Eands in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of Payment and Indoor Index 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 and 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 to it may 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. 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 toan, 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 all sums secured by this Security Instrument.

If 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, Lender up so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, as 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. If, under paragraph 21, Lender shall acquire of sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any 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 provide 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 promptly discharge 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 (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 or Property Insurance. Botrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by trie, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which I ender requires insurance. This insurance shall be maintained in the amounts and for the periods that I ender requires. The insurance carrier providing the insurance shall be chosen by Botrower subject to Lender's approval which shall not be unreasonably withheld. If Botrower 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 earrier 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 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, borrowers 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. Occupancy. Preservation relaintenance and Protection of the Property. Borrover's Loan Application: Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within kixty days after the execution of this Security Instrument and shall continue to be 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 judgment 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 Lender (or failed to provide lender with any material information) in connection of the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence of the Security Instrument is on a leasehold. Borrower shall comply with all the pressions of the case. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not morge unless Leader agrees to the narger in writing
- 7. Protection of Lender's Rights in the Property. If Borrower facts 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 or property of the 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 maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer 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 premium being paid by Borrower when the 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. Gondemnation. 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 heu 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of 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, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless 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 a fact notice by Lenders of Borrower that the condemnor offers to make an

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 applying proceeds, at its option, either to restoration or repair of the Broperty or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrowen otherwise agree in writing, the application of proceeds to principal shall not extend or postpone the due date of the mounthly partners referred to impropriate conditional amount of such payments.

- II. Borrower Not Released: For bearance 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 Bender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest II ender 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's successors in interest. Any for bearance by frender intexercising any right or tremedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12! Successors and Assigns Boundy Joint and Several Biability; Co-signers. The coverants 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 foot and several. Any Borrower's whose cossigns this Security Instrument but does not execute the Note: (a) is cossigned this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of his 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, for bear or make any accommodations with regard to other terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loant 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 of offerAlbas charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loans charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) rany sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bender 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 and either Note.
- 14. Notices. Any motice to Borrower provided for in this Security Instrument shall be given by delivering ittor by mailing in the 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 shall be given by first class mail to Bender's address stated therein or any other address bender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or bender when given as approvided in this paragraph.

15. Governing Raw: Severability. This Security Instrument shall the governed by federal law and the flaw 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 conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effects without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to libe severable.

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

47. 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 to 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 Eender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period/of-not fless than 30 days from the date the notice is delivered or mailed within which Borrower mustappy 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 Instrumentswithout further notice or demand on Borrower.

Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to shave 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 adjudy mentenforcing this Security Instrument and the Note as if no acceleration thad occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred intenforcing this Security Instrument, including, but most 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 sights 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 accelerational advocurred. However, this right to reinstate shall not applytin the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the lien of the case of acceleration under paragraph in the lien of the lien of the case of acceleration under paragraph in the lien of the case of acceleration under paragraph in the lien of the lien

Instrument) may be soldione or more times without prior police to Borrower. As alle may result in archange in the entity (known as the "Loan Servicer,") that collects monthly payments due under the Note and this Security histrument. There also may be one or more changes not the Loan Servicer and lace of the Loan Servicer and lace of the Police of the change in accordance with paragraph, that we 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

tinformation required by applicable law.

120. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposall storage, for release of any Hazardous Substances on nor in the Property. Borrower shall not do, nor allow anyone else tordo, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence; use; on 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 alawsuit or other action by any governmentall or regulatory agency or private party involving the Broperty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns not is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance all property is necessary. Borrower shall promptly take all mecessary remedial actions in accordance with Environmental Law.

Assused 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 on toxic petroleum products, toxic pesticides and radioactive materials. As used in this sparagraph 20! "Environmental Law" means federal law and laws of the jurisdiction where the Property, is contained that relate to health, safety or convircion mental protection.

NON-UNIFORMICOMENANTS. IBorrower and Bender further covenant and bagree as follows:

- 21. Acceleration: Remedies. Bender, shall give notice to Borroverprior to acceleration following Borrower's breach of, any coverant 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 failure to cure the default on or before the date specified in the notice whill further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the moneyistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured in the notice, Bender, at its coption, 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, buting limited to; reasonable attorneys fees and costs of title evidence.
- 22: Release. Upon payment of allisums secured by this Security Instrument, Bender shall release this Security Instrument without charge to Borrower.
 - 23: Waiver of Valuation and Appraisement; Borrower waives all right of valuation and appraisement. Form 3015 9/90

Security Instrument, the covenants and agreements of this Security [Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider This D Balloon Rider	A Plannech Units Development Riderty AFB	and shall amend and supplement
BY SIGNING BELOW, Borrower accepting any rider(s) executed by Borrower and recowninesses:	MARK A. CLAAR 305 BLAAR LISA M. CLAAR	(Seal) -Borrower -78-4947 (Seal) -Borrower -80-78-4947
STATE OF INDIANA, LAKE	County ss:	
		e undersigned, a Notary Public in Husband and Wife
WITNESS my hand and official seal. My Commission Expires: 10/24/92	, and acknowledged the exec	nution of the foregoing instrument.
	Notary Public	Gloria Miller
County of Residence: Lake This instrument was prepared by:		
PATTY CROFT		2 3
,,,,,,,	. Page 6 of 6	Form 3015 9/90

BI-WEEKLY NOTE RIDER

(For Security Instrument)

This BI-WEEKLY PAYMENT RIDER is made this	day of
November	, 19 <u>91</u> , and is incorporated into and shall
be deemed to amend and supplement the Mortgage, Instrument") to secure Borrower's Promissory Note (the	Deed of Trust, or Security Deed (the "Security ne "Note") to FIRST FEDERAL SAVINGS BANK
OF INDIANA (the "Lender") and covering the propert at: 3518: WINDSOR PLACE LOFS, CROWN POIN	
(Property Address)	1,111007

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

FUNDS FOR TAXES A

Uniform Covenant 2 of the Sequity Agreement is thended to read as follows:

Funds for Taxes and Insurance. Subject to the applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-fourth of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (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. Whenever a third bi-weekly payment is made during one month, the third payment will be spread as follows; any accrued interest will be collected and the remainder of the payment will be applied to principal. There will be no payment to the escrow fund.

The Funds shall be held in an institution the deposits of 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 inverest on the Funds and applicable law permits Lender to make such a charge. Borrower and contemporary 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. The Funds are pledged as additional security for the sums secured by their Security Instrument.

Periodically an escrow analysis is performed by the Lender. If the amount of the Funds held by Lender, together with the future bi-weekly 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 Borrower shall have the option to have the excess Funds either repaid to Borrower or credited to Borrower on bi-weekly payments of Funds. This option is only available whenever the Lender performs their periodic analysis of the escrow account. If the amount of 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 the 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 of 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.

A) Time and Place of Payments.
Borrower will pay principal and interest by making payments every two (2) weeks ("Bi-Weekly").
Borrower will make bi-weekly payments beginning <u>December 6th</u> , 19 <u>91</u> . Borrower will make these payments every two (2) weeks until Borrower has paid all of the principal and interest and any other charges described below that Borrower may owe under the Note. Borrower's
bi-weekly payments will be applied to interest before principal. If on <u>Septembers 10, 2004</u> , Borrower still owes amounts under the Note, Borrower will pay those amounts in full on the date, which is called the "maturity date."
Borrower will make Borrower's bi-weekly payments at 8400 Louisiana, Box-11110, Merrillville, Indiana 46411 or a different place if required by the holder of the Note. Borrower authorizes Lender to deduct each bi-weekly payment from Borrower's checking and/or savings account or accounts maintained with Lender on the payment due date.
B) Amount of Bi-Weekly Payments.
Borrower's bi-weekly payment will be in the amount of U.S. \$
3. BORROWER'S RIGHT TO RETYOCUMENT IS
Borrower has the right to make payments of principal at any time before they are due. A payment of principal is known as a "prepayment". When Borrower makes a prepayment, Borrower will tell the holder of the Note in writing that Borrower than set is the property of
Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. The holder of the Note will use all of Borrower's prepayments to reduce the amount of principal that Borrower owes under the Note. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of Borrower's bi-weekly payment unless the holder of the Note agrees in writing to those changes. 4. BORROWER'S FAILURE TO PAY AS REQUIRED.
A) Late Charge for Overdue Payments.
If the holder of the Note has not received the full arount of any bi-weekly payment by the end of
Borrower will pay a late charge to the holder of the Note. The amount of the charge will be
B) Default.
If Borrower does not pay the full amount of Borrower's bi-weekly payment on the date it is due, Borrower will be in default.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Bi-Weekly Payment Note Rider.
Mark A, CLAAR Borrower Sien M Chan (Seal) (Seal)
MARK A, CLAAR Borrower
Seal) EISA M. CLAAR Borrower
(Seal) Borrower

2. PAYMENTS.