Ciligina Federal 707 Redix Muneta

# IZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA

### LINE OF CREDIT MORTGAGE

This Mortgage to secure a revolving line of credit is made this 22nd day of April, 1992 by and between Peoples Federal Savings and Loan Association, Trustee under Agreement dated 10/25/89, also known as Trust No. 9020 (Mortgagor) and Citizens Federal Savings and Loan Association which is organized and existing under the laws of the United States of America, and whose address is 707 Ridge Road, Munster, Indiana 46321 (Mortgagee).

That Mortgagon and Mortgagee have entered into a certain Adjustable Interest Rate Note and Line of Credit Agreement (Contract) dated April 22, 1992, whereby Mortgagee will make advances (loans) to Mortgagor from time to time under the terms and conditions of the Contract provided that the aggregate principal amount of such advances outstanding and unpaid at any one time shall not exceed Three Hundred Thousand Dollars and No Cents (U.S. \$300,000.00). The Mortgagor will repay the outstanding principal amount of such advances by making monthly payments of principal and interest, with the full debt, if not sooner paid, due and payable on April 15, 1997.

The interest rate (ANNUAL PERCENTAGE RATE) for Mortgagor's Line of Credit from time to time will be computed and will vary so that it is 1.00% over the Prime Rate in effect at the Harris Trust and Savings Bank of Chicago, Illinois, or its successors, on the last business day of the preceding month (Index Rate). The ANNUAL PERCENTAGE RATE may change monthly as changes take place in the Index Rate. The ANNUAL PERCENTAGE RATE will never be higher than eight (8) percentage points above the initial Index Rate or the maximum rate allowed by law, whichever is the property of

Therefore, to secure to Mortgagee the repayment of: (A) any and all indebtedness or liabilities to Mortgagee as evidenced by said Contract, together with any extensions or renewals thereof, and any other instrument given by Mortgager to Mortgagee as evidenced of or in payment of any indebtedness arising out of said Contract; (B) the payment of all other sums advanced to protect the security of this Mortgage; and (C) the performance of all covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described real estate located in Lake County, in the State of Indiana, legally described as follows:

See Exhibit "A" attached pereto and by reference made a part hereof

which has the address of See Exhibition attached hereto and by reference made a part hereof. a part hereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by the Mortgage. All of the foregoing is referred to in this Mortgage as the Property.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. WARRANTY OF RIGHT TO MORTGAGE. Mortgagor convenants that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

This Mortage is being re-recorded to add the Condominion Rider.

Page 1 of ? pages

- 2. TAXES AND CHARGES. Mortgagor shall pay from time to time, when due, and before any penalty attaches, all general and special taxes and assessments, water and sewer charges, and all other public charges imposed or assessed against the Property or arising in respect to the use, occupancy or possession thereof. Mortgagor shall promptly furnish to Mortgagee, upon request by Mortgagee, all notices, bills and statements received by Mortgagor of amounts so due, and Mortgagor shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same in full under protest or deposits said sum with the Mortgagee as security for payment thereof.
- 3. INSURANCE. Mortgagor shall keep all buildings and improvements now existing or hereafter erected or situated on the Property insured against fire, lightning, windstorm, vandalism, malicious damages, and any such other hazards included with the term: "extended coverage", together with such other hazards, liabilities and contingencies in such amounts and for such periods as Mortgagee may from time to time reasonably require. Mortgagor shall keep all buildings and improvements insured against loss or damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises liability insurance with respect to the Property in an amount acceptable to the Mortgagee.

All said insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgagee and in form and substance acceptable to the Mortgagee. Each such policy shall not be cancelled by the insurance company without at least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount of Mortgagon sailine of credit pursuant to said Contract secured hereby plus the outstanding balance on the first mortgage. The Mortgagor shall deliver the original of any such policy to the Mortgagee to be held by it. The Mortgagor shall promptly furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee any such renewal policy.

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this Mortgage. Any such application of the proceeds shall not extend or postpone the due dates of the payments provided by said Contract. If the Property is sold pursuant to paragraph 10 hereof or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

4. ESCROW AMOUNTS. If the Mortgagor is not making payments for real estate taxes and insurance as provided in paragraphs 2 and 3 above, Mortgagee retains the option to require Mortgagor to pay, in addition to Mortgagor's payment each month, taxes and assessments, which may attain priority over the mortgage, and ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time adjusted by Mortgagee on the basis of

assessments and bills and of reasonable estimates of the insurance premiums. Such escrow payments are required to ensure that there will be amounts sufficient to pay all Mortgagor's taxes, assessments, hazard insurance premiums, and, if any, ground rents, flood insurance premiums, and mortgage insurance premiums when due. Failure to make any of these escrow payments may result in Mortgagor being in default.

- 5. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor (A) shall not commit waste or permit impairment or deterioration of the Property, make any material alterations therein, nor demolish or remove the same, (B) shall not abandon the Property, (C) shall keep the Property including improvements thereon in good condition and repair, (D) shall not mortgage or otherwise encumber nor allow any judgment liens, tax liens or mechanic's liens to be imposed against the Property, (E) shall promptly pay when due any indebtedness which may be secured by any other mortgage, lien or charge on the Property, (F) shall comply with all laws, ordinances, regulations, codes and requirements of any governmental body applicable to the Property, (G) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Mortgagee.
- 6. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.
- 7. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgager fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property of title thereto or the interest of Mortgagee's therein, then Mortgagee at Mortgagee's option may disburse such sums, may make such appearances and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 7 shall become an additional indebtedness of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Contract. Mortgagor hereby convenants and agrees that Mortgagee shall be subrogated to the rights of the holder of any lien so discharged, in whole or in part, by the Mortgagee. Nothing contained in this Paragraph 7 shall require Mortgagee to incure any expense or take any action hereunder. If Mortgagee makes any payment authorized by this Paragraph 7 including but not limited to taxes, assessments, charges, liens secured interests or insurance premiums, Mortgagee may do so according to any notice; bill statement or estimate received from the appropriate party without inquiry into the accuracy or validity of such notice, bill, statement or estimate. The payment of any such sums by the Mortgagee shall not be deemed a waiver of Mortgage and declare this Mortgage in default, and failure to so act shall not be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagor.

- 8. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspection of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.
- 9. CONDEMNATION. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

In the event of a total or partial taking of the Property, Mortgagor authorizes Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Mortgagor. Any application of the proceeds shall not extend or postpone the due date of the monthly installments referred to in said Contract. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Mortgagee may require.

- 10. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee will refuse to make any advance permitted by the Contract and may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor 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 Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by the Contract and this Mortgage without further notice or demand on Mortgagor.
- 11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 10. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Contract: (A) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (B) is not personally obligated to pay the sums secured by the Mortgage; and (C) agrees that Mortgagee and proviother Mortgagors may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Contract without that Mortgagor's consent.
- 12. GOVERNING LAW: SEVERABILITY. This Mortgage 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 Mortgage on the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Contract are declared to be severable.
- 13. DEFAULT; ACCELERATION; EXTENSION REMEDIES. Upon Mortgagor's default of any covenant, warranty, condition or agreement of Mortgagor in this Mortgage, including but not limited to the covenants to pay when due any sums secured by this Mortgage, or the default by Fortgagor of any one or more of the events or conditions defined as Default and Remedies in the Contract secured hereby, or in any other obligation secured by the Mortgage or upon the default by Mortgagor in any obligation under any mortgage having priority over this Mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, appraisal fees and title reports.

The Mortgagee, at its option, may extend the maturity of the Contract and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the Mortgagor, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the Mortgagee in enforcing any of the provisions of this Mortgage, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

The Mortgagee shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by Mortgagee in connection with (A) any proceeding, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgagee may be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness secured hereby: (B) preparation of the commencement of a suit for foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this Mortgage in any proceeding instituted by any other lienholder. All costs, expenses and attorney's fees when incurred or paid by Mortgagee shall become additional indebtedness secured by this Mortgage and which shall be immediately due and payable by Mortgagor with interest at the rate stated in said Contract.

- 14. LENDER IN POSSESSION AND ASSIGNMENT OF RENTS. Upon acceleration under paragraph 13 or abandonment of the Property, Mortgagee (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 Mortgagee 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 attorney's fees, and then to the sums secured by this Mortgage.
- 15. MISCELLANEOUS. (A) The word Mortgagor as used herein shall include all persons executing this Mortgage and the word Mortgagee shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (B) Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (C) Each remedy provided for in this Mortgage is distinct and cumulative to all other rights and remedies under this Mortgage or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (D) That no change, amendment or modification of this Mortgage shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.
- 16. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgager shall pay to Mortgagee for expenses incurred in releasing the Mortgage, including but not limited to preparation of payoff statements, preparation of and processing Satisfaction of Mortgage and recordation or filing fees.
- 17. RIDER. The covenants and agreements of the Condominium Rider are incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider was a part of this Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed to s Mortgage the date and year set forth above.

Peoples Federal Savings and Loan Association, Trustee under Agreement dated 10/25/89, also known as Trust No. 9020

∄Bv:	
J. •	 

STATE OF	) \	
COUNTY OF	) SS: )	

The foregoing instrument was acknowledged before me this						
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My Commission Expires:

Notary Public

This instrument was prepared by: Jeffrey C. Stur, Vice President Citizens Federal Savings and Loan Association of Hammond, Indiana



#### PARCEL I:

Units 108 and 306 in Building 7023; Units 108, 206 and 208 in Building 2027, Units 208 and 306 in Building 7, and Unit 208 in Building 2117, all in 45th Avenue, Highland, Indiana, in Porte De L'eau Condominiums, a Horizontal Property Regime, as per Amended and Restated Declaration of Condominium recorded April 18, 1985 as Document No. 799776, in the Office of the Recorder of Lake County, Indiana.

Together with the undivided percentage interest in the common areas and facilities appertaining to each of said apartment unit.

### PARCEL II

# Document is

Units 204, 303 and 308 to Building 2117 in 45th Ave., lighland, Indiana, in Porte De L'eau Condominius, a Horizontal Property Regime, as per Amended and Restated Declaration of Condominius recorded April 18, 1985 as Document No. 799776, in the office of the Recorder of Lake County, Indiana. Together with the undivided percentage liberest There common areas and facilities appertaining to each of said apartment unit.

#### PARCEL III

Units 108, 206, and 308 in Building 2049; Units 102, 104, 106, 206 and 302 in Building 2109 all in 45th Avenue, Highland, Indiana, in Porte Dell'eau Condominiums, a Horizontal Property Regime, as per Amended and Restated Declaration of Condominium recorded April 18, 1985 as Document No. 799776, in the Office of the Recorder of Lake County, Indiana.

Together with the undivided percentage in except in the common areas and facilities appertaining to each of Said apartment unit.

Attachment to L	ine of Credit Mor	tgage	· · · · · · · · · · · · · · · · · · ·	Pritts to
to Citizens Feder Trust # 9020	al Savings and Lo	oan Association	f	or Land
Trust # 9020  THIS INSTRUMENT personally but agreement dated creating Trust agreed by the personal covof the trustee, personally, but Bank, A Federal powers conferre personal liabil	is executed by solely as Trus the 25th da 9020 ; arties hereto, that each an and agreement enants, undert individually this instrume Savings Bank d upon it as s	y the undersign tee under the t y of <u>October</u> and it is expre anything herei d all of the co s herein made a akings, represe or for the purp nt is executed as trustee, sol	ed Trustee, no erms of that controls and in the controls and in the controls and delivered by in the exercise said agreen	t ertain 19 89 , d and ary takings, itended not greements it by Peoples cise of the nent and no
shall at any ti	me be asserted	or enforced ag	ainst Peoples	Bank, A
Federal Savings covenant, under either expresse being hereby ex	taking, repres d or implied, pressly waived	entation or agr all such person l and released b	eement herein al liability, ov the parties	if any, hereto or
holder hereof, said parties or			y or through o	or under
IN WITNESS WHER caused its name and Trust Offic	to be signed er and attests written Docu	ncument is the pro	leral Savings has by its Vic	Bank has E-President the day and
	the La	Trustee afores		
	C	BY: Nunl	Bolun	ouslo
ATTEST:  BY:  Linda L. Ba Assistant S		Vice-Preside		Officer
State Of India	na ) SS:	E LINE STATE OF THE STATE OF TH		
County of Lake		TO ANAMA		
the State afore and Linda L. I BANK, a United same persons where the same such Vice-Prespectively, that they sign	esaid, DO HERE Baker States Corpor hose names are resident and T appeared befor ed and deliver	a Notary Public BY CERTIFY, tha, of PEOPLES ation, personal subscribed to rust Officer an e me this day i ed the said ins he free and vol ee, for the use	t Frank J. Bo BANK, A FEDERA ly known to me the foregoing d Assistant Se n person and a trument as the	chnowski L SAVINGS to be the instrument cretary, cknowledged ir own free
GIVEN unde	r my hand and	Notarial Seal t	his 22nd da	Y WHYN
The state of the s	19 <u>92</u>	<b></b>	^	0/6
My Commission March 11, 1994	Expires:	Louce	m. Bo	
	•	Joyce My Bark	, Notary Pul	
		Resident of	Lake C	ounty.

# CONDOMINIUM RIDER

THIS CONDOMINUM PIDER is made this	22nd	April	. 92
THIS CONDOMINIUM RIDER is made this and is incorporated into and shall be deemed to am "Security Instrument") of the same date given by thCITIZENS.FEDERAL.SAVINGS:AND.LOAN.ASSO	end and suppe e undersigned CIATION	lement the Mortgage, Deed of Tru I (the "Borrower") to secure Borrow	st or Security Deed (the wer's Note to
of the same date and covering the Property describe Please see attached Exhibit "B"	d in the Secur	ity Instrument and located at: [3]	
The Property includes a unit in together with an known as:  Ponte De L'Eau	undivided in	terest in the common elements of;	a-condominium-project
(the "Condominium Project"). If the owners asso "Owners Association") holds title to property for includes Borrower's interest in the Owners Associat	r the benefit	her entity which acts for the Cor or use of its members or shareho	lders, the Property also
CONDOMINIUM COVENANTS. In addition Borrower and Lender further covenant and agree as		nants: and agreements made in th	e Security Instrument,
A. Condominium Obligations: Borrower Project's Constituent Documents. The "Constitue creates the Condominium Project; (ii) by-laws; (iii) promptly pay, when due, all dues and assessments in	shall perform int Documen code of regul	ts" are the: (i) Declaration or any ations; and (iv) other equivalent do	other document which cuments. Borrower shall-
B. Hazard Insurance. So long as the Owne "master" or "blanket" policy on the Condominium coverage in the amounts, for the periods, and against within the term "extended coverage," then:	n:Project:wh	ich is satisfactory to Lender and w	hich provides insurance
(i) Lender waives the provision in U the yearly premium installments for hazard insuran	ice on the Pro	perty; and	
(ii) Borrower's obligation under Uni is deemed satisfied to the extent that the required co Borrower shall give Lender prompt notice of	verage is pro f any lapse in	vided by the Owners Association por required hazard insurance coverag	olicy. e.
In the event of a distribution of hazard in Property, whether to the unit or to common elements paid to Lender for application to the sums secured to	oy the Securit	ceeds payable to Borrower are here y Instrument, with any excess paid	by assigned and shall be to Borrower.
Association maintains a public liability insurance p  D. Condemnation. The proceeds of any aw	olicy acce <mark>pta</mark>	ble in form, amount, and extent of c	overage to Lender.
connection with any condemnation or other taking elements, or for any conveyance in lieu of condem shall be applied by Lender to the sums secured by the	g of all or any inati <mark>on, are</mark> h	part of the Property, whether of the ereby assigned and shall be paid to	unit or of the common Lender. Such proceeds
E. Lender's Prior Consent. Borrower she consent, either partition or subdivide the Property	all not, exceptor consent to:	after notice to Lender and with	1 Lender's: prior written
(i) the abandonment or termination required by law in the case of substantial destruction eminent domain;	of the Conc on by fire or a	ominium Project, except for aban other casualty or in the case of a tal	donment or termination or by condemnation or
(ii) any amendment to any provision  Lender;			· · · ·
(iii) termination of professional man or (iv) any action which would have the	WDIA!	VA. umi	
the Owners Association unacceptable to Lender.  F. Remedies. If Borrower does not pay co	ndominium c	lues and assessments when due, the	en Lender may pay them.
Any amounts disbursed by Lender under this para Instrument. Unless Borrower and Lender agree to disbursement at the Note rate and shall be payable	other terms o	f payment, these amounts shall bea	r interest from the date of
BY SIGNING BELOW, Borrower accepts and agrees	to the terms	and provisions contained in this Co	ndominium Rider.
		Peoples Federal Savings as Trustee under Agreem also known as Trust No.	ent dated 10/25/89 9020
			Borrower
			(Scal) -Borrower

### EXHIBIT "B"

## Property Address

2023 Porte De Leau - Units#306#and/108/

2117 Porte:De Leau - Units:303, 204, 208 and 308 Highland, IN 45322

Leau - Units 102, 104, 106, 206 and 302

the Lake County Recorder!
2049: Porte De Leaue Units 108, 206, 208, 306 and 308
Highland, IN 46322



Attachment toCondominium Ri	der	
Trust # 9020'	Loan Association	for Land
THIS INSTRUMENT is executed in personally but solely as Trust agreement dated the 25th date of the 25th date of the parties hereto, notwithstanding, that each an representations and agreement of the trustee, individually personally, but this instrume Bank, A Federal Savings Bank powers conferred upon it as a personal liability or personal shall at any time be asserted Federal Savings Bank, on according to the expressed or implied, being hereby expressly waived holder hereof, and by all personal parties or holder hereof	tee under the term of October and it is express anything herein and all of the covers herein made are takings, represent or for the purposent is executed an as trustee, soley all responsibility or enforced again or enforced again or enforced against hereof, or on sentation or agree all such personal and released by resons claiming by	ms of that certain  A.D. 19 89  ly understood and to the contrary nants, undertakings, made and intended not ations and agreements e of binding it d delivered by Peoples in the exercise of the said agreement and no is assumed by, nor nst Peoples Bank, A account of any ment herein contained, liability, if any, the parties hereto or
IN WITNESS WHEREOF, said reor caused its name to be signed and Trust Officer and access year first above written occurrent.	to these presents	r by its Vice-President
ATTEST:  BY: Linda L. Baker Assistant Secretary  State Of Indiana County of Lake		J = 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
the State aforesaid, DO HERE and Linda L. Baker BANK, a United States Corpor same persons whose names are as such Vice-President and Trespectively, appeared befor that they signed and deliver and voluntary acts, and as tates Corporation, as Trust forth.	BY CERTIFY, that, of PEOPLES BAI ation, personally subscribed to the rust Officer and a e me this day in p ed the said instru he free and volum ee, for the uses a	known to me to be the foregoing instrument Assistant Secretary, person and acknowledged ument as their own free tary act of said United and purposes therein set
of April 19 92  My Commission Expires:  4/11/94	- Loyce	Motary Public
	Resident of	Lake County.