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92075278

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-IN 2/12/91

Return to: First American Title Insurance Company 5265 Commerce Drive Crown Paint, IN 46307

[Space Above This Line For Recording Data]	UTOUT AND ITTII I TO CO TO C
MORTGAGE	HIGHLAND/FM/NM/202592
THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 21, 1	1992
is TODD A. KUIPER AND MICHELE A. TEUSINK, JOINT TENANTS-WITH RI	GHTS OF
SURVIVORSHIP Document is	
("Borrower"). This Security Instrument is given to BANK OF HIGHLAND	
which is organized and existing under the law	ys of the state of
INDIANA This Document is the property of	, and whose address is
2611 HIGHWAY AVENUE, HIGHLAND, alle (46322 tv Recorder)	
("Eender"). Borrower owes Lender the principal sum of STXTY TWO: THOUSAND FO NO/100***********************************	
by Borrower's note dated the same date as this Security Instrument ("Note"), which provide full debts if not paid earlier, due and payable on	This Security Instrument secures
to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewa	als, extensions and modifications
of the Note; (b) the payment of all other sums, with interest, advanced under paragraph	
Security Instrument; and (c) the performance of Borrower's covenants and agreements under	
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the	e following described property
located in	:
WO ER'S OF	
	Nov
	<b>671</b>
LOT 12, BLOCK 5 IN LYNCOLN GARDENS, IN THE TOWN OF MERRILLVII THEREOF, RECORDED IN PLAT BOOK 33, PAGE 100, IN THE OFFICE OF	THE RECORDER OF BE
LAKE COUNTY, INDIANA.	800 <u> </u>
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	ESTAND COSE COSE COSE COSE COSE COSE COSE COSE
	e • • • • • • • • • • • • • • • • • • •
	·
which has the address of	ILLVILLE [City]
Indiana	
INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT	Form 3015 9/90 (page 1 of 6 pages)

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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; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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 account under the federal Real Estate Settlement Procedures Act of 1971 as anisotted from time to time 12 U.S.C. § 2601 ct 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 hay estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of otherwise in accordance with applicable law.

The Funds shall be beld in at institution whose defiesit 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 halding 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 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 beans when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount because you make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

such case Borrower shall pay to Lender the amount recessary 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. 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 applicated Payments of therwise, 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.

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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 shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Eender'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, Eender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is 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 Defact. Bortos et a right to any insurance policies and proceeds resulting

- under paragraph 21 the Property is acquired by Tendert Bortower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

  6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds: Borrower shall occupy establish and user the Property as Borrower's principal residence within sixty 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, infless Lender otherwise tagrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control; Borrower shall not the tagree of the property of 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 Eender'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 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 Eender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Froperty. 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, to 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 flew 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

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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 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking 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 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 trits to respond to feed 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 Instructur, whether or norther 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 mouthly payments referred to in garagraphs 1 and 2 or change the amount of such payments.

11. Borrower NoteReleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secural to the original Borrower or Borrower's successors in interest of Borrower's successors in interest. Lender

- 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 cr-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 (e) agrees that Lender and any other Borrower may agree to extend, modify, forbear or-make any ascommodations with regard to the forms 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 come charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this engage to 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 mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security-Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and-Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer of the Note of 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 few Loan Servicer and the latterss to which payments should be made. The notice will also contain any other information required by applicable law ty Recorder!

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, ke osene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing excestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" meens federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further coversint and agree as follows:

- 21. Acceleration; Remedies Lender shall give batter to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Josephann (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 may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, 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. Release. 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

Form 3015 9 90	apage 5 o	t 6 pagevi
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this Security Instrument, the covenants and supplement the covenants and agreement Instrumenta [Check applicable box(es)]	agreements of each such rider shall be incors of this Security Instrument as if the rider	porated into and shall amend and (s) were a part of this Security
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider	1-4 Family Rider   Biweekly Payment Rider   Second Home Rider
By Signing Below, Borrower accept and in any rider(s) executed by Borrower and	ts and agrees to the terms and covenants con I recorded with it.	tained in this Security Instrument
	TODD A. KUIPER	-Borrower
_	The state of the s	03-68-7786
NO	T OF FILE A LISTA	(Seal) –Borrower
the La	cument is the property of Social Security Number	73-64-2232
CITA DISCOSTANCIA DE LA CONTRACTOR DE LA		
day ofvoverber 1992	a Notary Public this 21ST TOOD A. KUIPER AND WIVERSHIP acknowledged the exception of the control	TOTAL TO A CONTINUE
	Notary Public	znik
My commission expires:  July 6, 1996	Poroti William Horner	G. C.
	Type or Print Name	
	Resident of LAKE	County, Indiana
This instrument was prepared by:		
GREGORY BRACCO, ASSISTANT V	ICE PRESIDENT	

FA7586

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 21ST day of NOVEMBER, 1992
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BANK OF HIGHLAND, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA
of the same date and covering the property described in the Security Instrument and located at:
3643: 78TH PLACE WEST, MERRILIVILLE, IN 46410 [Property Address]
NOTICE: THE SECURITY INSTRUMENT'S SECURES A NOTE WHICH CONTAINS'A PROVISION
ALLOWING FOR CHANGES IN THE INTEREST RATE, INCREASES IN THE INTEREST RATE WILL
RESULT IN HIGHER PAYMENTS: DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
PAIMENIS.
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and surge as follows:
A. INTEREST RATE AND SCHEDULED PARTET CHANGES IN The Note provides for an initial interest rate of the Note provides for changes in the in-
terest rate and the payments, as follows T OFFICIAL!
(A) Scheduled Payments This Document is the property of
All references in the Security Instrument to "monthly payments" are changed to "scheduled payments."
All references in the Security Instrument to "monthly payments" are changed to "scheduled payments."  I will pay principal and interest by making payments when scheduled (mark one):
XXI will make my scheduled payments on the first day of each month beginning on JANUARY 1, 1993
☐ I will make my scheduled payments as follows:
THE PROPERTY OF THE PROPERTY O
The state of the s
☐ In addition to the payments described above, [will pay e "balloon payment" of \$
on
maturity that the balloon payment is due. This note will base the balloon payment amount and the date that it is due.
(B): Maturity Date and Place of Payments I will make these payments as scheduled until I have paid all of the principal and interest and any other
charges described in the Note.
My scheduled payments will be applied to interest before principal. If, on DECEMBER 1, 2012
, I still owe amounts under the Note, I will pay those amounts in full on that data, which is called the "maturity data."
on that date, which is called the "maturity date."  I will make my scheduled payments at .2611 HIGHWAY AVENUE, HIGHLAND, IN 46322
or at a different
place if required by the Note Holder.
(C) Amount of My Initial Scheduled Payments  Each of my initial scheduled payments will be in the amount of U.S. \$ .493.19
may change.
(D) Scheduled Payment Changes  Changes in the control of the local of the changes in the control of the local of the changes in the changes.
Changes in my scheduled payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my

MULTISTATE ADJUSTABLE RATE RIDER -- BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301

scheduled payment in accordance with Section 4 of the Note.

A) Changa Datas
(A): Change Dates
Each date on which my interest rate could change is called a "Change Date." (Mark one)
The interest rate I will pay may change on the first day of DECEMBER, 1999
on that day every .127H month thereafter.
☐ The interest rate I will pay may change
(D) The Lades
(B) The Index
Beginning-with the first-Change Date, my interest rate will be based on an Index. The "Index" is:
WEEKLY AVERAGE YIELD ON U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY
. OF . ONE. YEAR
The more pages taken forms with the soul of the last time (s. ) as T
The most recent Index-figure available as of the date <b>XX</b> -15 days
before each Change Date is called the "Current Index."
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
(C) Calculation of Changes
Referenced Change Date the New Holder will releaded to the control ADDING-000 AND
Before each Change Date, the Note Holder will calculate my new interest rate by .ADDING.TWO.AND
the Current Index. The result of this calculation unent 18
will not be rounded off.
Typill be rounded off by the North Latter College CT to Take
□ will be rounded off by the Note Holder to the nearest □ 125 %. □ will be rounded off by the Note Holder up to the nearest □ will be rounded off by the Note Holder up to the nearest □ will be rounded off by the Note Holder town to the nearest perty of
Divil be rounded off by Tats Designent is the property of
Subject to the limitations state lie Section (13) below Ris one will be my new interest rate until the
next change date.
The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay
the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new
interest rate in substantially equal payments. The result of this calculation will be the new amount of my
scheduled payment.
(D) Limits on Interest Rate Changes * TWO AND NO/1000
EXMy interest rate will never be increased or decreased on any single change date by more than
percentage points from the rate of interest I have been paying for the preceding period.
EXMy interest rate will never be greater than13.250% or less than1.250%.
(E) Effective Date of Changes
(E) Effective Date of Changes  My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled
payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled
payment changes again.
(F) Notice of Changes
At least 25 days, but no more than 120 days, before the effective daze of any payment change, the Note
Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my scheduled
payment. The notice will include information required by law to be given me and also the title and telephone
number of a person who will answer any question I may have regarding the notice.
B. FUNDS FOR TAXES AND INSURANCE
[Mark one]
<b>EXX</b> Iniform Covenant 2 of the Security Instrument is waived by the Lender.
☐ Uniform Covenant 2 of the Security Instrument is amended to read as follows:
2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE
(A) Borrower's Obligations
I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents
(if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to
Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise.
will make those payments on the same day that my scheduled payments of principal and interest are due under

Each of my payments under this Paragraph 2 will be the sum of the following:

(i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this

the Note.

Security Instrument, divided by the number of scheduled payments in a year; plus,

(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus

(iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus-

(iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled

payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds".

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender willenot be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires tander to pay interest on the Funds.

(C) Adjustments to the Funds

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Securitis inservation that in the pight pelmby the fexcess amount either promptly repaid to me as a direct refund of creetized to my future seneduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay

that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender's booking at the time to reduce the sums secured.

BY SIGNING BELOW, Borrower accepts and appellion the terms and covenants contained in this Adjustable Rate Rider.

> (Scal) Borrower

(Seal) Dornwer.