4034 Citizens Federal Svgs. & Loan 707 Ridge Road Munster, IN-46321

93015470

[Space Above This Line For Recording Data] _

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

March 5, 1993

The mortgagor is

Dennis S. Strug and Michaleen M. Strug, husband and wife

OCUMENT (Surrower"). This Security Instrument is given to

Citizens Federal Savings and which is organized and existing under the laws of

, and whose address is

707 Ridge Road, Munsterhis 196321 ment is the property of

Eighty-Eight Thousand and 00/100--- County Recover Defrower owes Lender the principal sum of

Dollars (U.S. \$ 88,000 a 00 - - - - - -). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debte April 1, 2018 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 (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Indiana:

Lot 13, Springvale Farms Court Bain the Tone of Schererville, as shown

in Plat Book 49, page 106, in Lake County,

which has the address of

1913 Daisy Court, Crown Point

[City]

Indiana

46307

("Property Address");

INDIANA -- Single Family -- Fannie Mae/Freddie Mae UNIFORM INSTRUMENT ITEM 1879 (9109)

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; Börrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Prepayment and Eate 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. Fundsifor flaxes and flishingnice, 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 the 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 leasehold payments or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly leasehold insurance premiums, if any; and (f) any some payable hy Borrower's Lender, in-accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Eserow Items." Lender may, at any time, collect and hold Pands in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for florrower's escrow account under the federal Real Estate Settlement/Procedures Action 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA" a unless knowled law that applies to the Funds sets a leaser amount. I ender may estimate the amount of Eurods due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in indication whose deposits are Instituted by a Yearal agency, instrumentality, or many

The Funds shall be held in indirestation whose deposits are insured by a federal ageocy, instrumentally, or entiny tincluding Bender, if Bender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pury the Escrow Items, thender may not charge Borrower fortholding and applying the Funds, annually analyzing the entropy account, or verifying the Escrow Items, unless Bender pays Borrower interest on the Funds and applying the Funds apply

If the Funds held by Bender-exceed the amounts permitted to be held by applicable law. Lender shall account it Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds in accordance with the requirements of applicable law. If the amount of the Funds in the Borrower is under the surface of the Funds in the content of the funds in the deficiency in no more than twelve monthly payments, and ender some discretion.

deficiency in no more than twelve monthly payments at Lender's specification.

Upon payment in tall of all sums secured period from the forment, Lender shall procupely series to Best over the Branch held by Bender. It, under paggraph 2 P. Fender shall seque or sell the Property. Lender, when to See accessment or sale of the Property, shall apply any Funds held by Leader and the same of acquisition or sale as a credit against the same seemed by this Beauty/Instrument.

A. Chargen Cleng, Dorrower shallping allunges, assessments, charges, fines and impositions antismasts to the Property which may attained the Security light amount, and heasehold payments or ground reats, if any. Boxesses shall provide a phillipping obligation of the imministrative distribution of the imministrative distribution of the imministrative distribution of the important of the distribution of the importance of anomals to be paid used alloparagraph. If the rower analogs these phythogenesis distributions shall promptly famish to header accepts evidencing the manner.

Horrowershallpromptly discharge my herselich has priority overshis Security Informment unless Borrowers talketees in willing to the paymentofilm of lighten security by the Ben'ing manner acceptable to Lenders to contests it goest faith the slightly, orderents against entering for ament of the lighten payment of the lighten payment of the Ben'ing the her an agreement satisfactory to Lenders abordinating the lighten Becurity Instrument, the determines that any part of the Property is subject to attend the may attain priority over this Security Instrument, the determines that any part of the Property is subject to attend the hear of the ortake one of the additions set forth above with his determines of the additions set forth above with his beguine of the addition set forth above with his determines and the addition of th

5. HizardforProperty:Insurance, Borrower shall/keepthe improvements now,existing or descates exceed on the Proporty insured against loss thy, fire, linearly included within thodorm "extended coverage" and apy, other hazards, including affoods for the maintained in the amounts and for the floods for the 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 Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly 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, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, exablish and the the Property's Barrower sprincipal 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, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the landing. Descher Preparty is the copie opening wife 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 differwise materially impair the fien 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 actionor 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 lieu 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 Eender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probac, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a ten which has priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Eender may take action under this paragraph 7. Lender does not have to do so.

under this paragraph 7, Eender does not have to do see

Any amounts disbursed by Lender under this paragraph of 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. 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 fieu 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 is less than the amount of the sums secured 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 fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to commence proceedings against any specessor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Boting Joint and Several Unificon General Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Bender and any other Borrower may agree to extend? modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Evan 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 connections with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this reland to reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 Lender's address stated herein or any other address. And horizonte 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 Eaw; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect-without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Rightsto Reinstate. If Borrower meets certain conditions, Borrower-shall have the rightsto 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 teasonably 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. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will

also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on orein 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 knowledges of Borrower learns of its notified by any governmental or regulatory authority, that any removal or other tenediation of any Flazardous Substance affecting the Property-is necessary, Borrower

shall promptly take all necessary remedial actions in accordance with Environmental Lac.

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

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

21. Acceleration; Remedies. Eender shalf give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that 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 decease of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the police, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument at thout further aemand 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 innent without charge to Borrower.

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 this Security Instrument, the covenants and supplement the covenants and agreements of	nt. If one or more riders are executed by 13 agreements of each such rider shall be incoming this Security Instrument as if the rider(s) we	orporated into and shall amend and	
[Check applicable box(es)]	·		
X Adjustable Rate Rider	Condominium Rider	1-4 Family Rider	
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider	
Balloon Rider	Rate Improvement Rider	Second Höme Rider	
X: Other(s) [specify] Rider T	o Delete and Substitute Non-Ur	niform Covenant	
BY SIGNING BELOW, Borrower acce and in any rider(s) executed by Borrower and	epts and agrees to the terms and covenants c Frecorded with it.	contained in this Security Instrument	
Witnesses:	Daniel S.	Sherry 1800	
NO	Documents S. Strug OT OFFIGIAL!	-Borrower	
	ocument is the htopartur		
the	Lake County Michaelette !! St	(Seal) -Borrower -Borrower	
	THE RESOLUTION OF THE PARTY OF		
STATE OF INDIANA,	County ss:		
On this 5th day of Notary Public in and for said County, person	March, 1993	, before me, the undersigned, a	
Dennis S. Strug and Michaleen	m. Strug, nusband and wife, and acknowledged the	execution of the foregoing instrument	
Witness my hand and official seal.			
9/9/93 My Commission expires: Lake County of Residence:	Jayl Couper	Notary Public,	
This instrument was prepared by:	JEFFREY C STUR, VICE PRE CITIZENS FEDERAL SAVINGS	ESIDENT S AND LOAN ASSOCIATION	

RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT

This RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT is made this 5th day of March, 1993, and is incorporated into and shall be deemed to delete and substitute Non-Uniform Covenant 22 of the Mortgage (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA (Bender) of the same date and covering the property described in the Security Instrument and located at: 1913 Daisy Court, Crown Point, IN: 46307

NOT OFFICIAL!

In addition to the Covered Document instrument, Borrower and Lender further covenant and agree to delete Non-Uniform Covenant 22, entitled Release, and substitute the following: "Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay bender for expenses incurred in releasing the Security Instrument, including, but not limited to, preparation of payoff statements, preparation of and processing Satisfaction of Mortgage and recordation or filing fees."

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

(Seal)

Dennis &

Borrower Michaloon M Struck

ADJUSTABLE RATE LOAN RIDER

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

This Adjustable Rate Loan Rider ("Rider") is made this 5th day of March , 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender") of the same date ("Note") and covering the property described in the Security Instrument and which has the address of 1913 Daisy Court, Crown Point, IN: 46307

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

The Note has an Initial Interest Rate of 6.20 %. The Note interest rate may be increased or decreased on the first day of the month beginning on April 1 , 19 96 and on that day of the month every twelve (12) months thereafter. Each date on which the interest rate may change will be called a "Change Date."

Changes in the interest rate will be eased on changes in an interest rate index. The Index is the Monthly Average Yield on the U.S. Treasury Securities

Adjusted to a Constant Maturity of One Year.

Before each Change Date, the Note Holder will calculate the new interest rate by adding: 2.50 to the current Index: Pine Current Index figure is the

most recent Index figure available at least 30 but hot! more than 45 days prior to each Change Date. The Note Holder will round the new interest rate to the nearest one-eighth of one percentage point.

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

LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted finits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. direct payment to Borrower.

PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

TRANSFER OF THE PROPERTY

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

Dennis S. Strug (Seal)	Michaleer M.	Strug (Seal)
Dennis S. Strug	Michaleen M. Strug	() [†]
(Seal)		(Seal)