464741 10 4050

[Space Above This Line For Recording Data]

Chg. & Return:

SECURITY FEDERAL BANK

MORTGAGE

2600 Highway Avenue, Highland, IN

46322

"Rosemary"

THIS MORTGAGE ("Security Instrument")

MAITHEWAI, BROUGH and MARY E. BROUGH

. The mortgagor is

This Document is the property of

("Börrower"). This Security Instrument is given to Back Contry ty energo party. A Federal Savings Bank

which is organized and existing under the laws of address is 9321 WICKER AVENUE address is JOHN IN 46373

The United States of America

, and whose

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

THIRTY FIVE THOUSAND AND NO/100

35,000.00 Dollars (U.S. \$

County, Indiana:

This debt is evidenced by Borrower's note dated the sume date states this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1. 2008 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note; with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7-to protect the security of this Security Instrument; and (e) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowordees bereby mortgage, grant and convey to Lender the following

described property located in EOT 4, AND THE SOUTH HALF OF VACATED JEWETT STREET, BLOCK ?, ORCHARD PARK ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 27, PAGE 45, IN LAKE COUNTY, INDIANA.

which has the address of

8735 LIABLE ROAD

[Street, City],

Indiana

46322 [Zip Code] ("Property Address");

Page 1 of 6

HIPS REVER

Form 3015 9/90 Amended 5/91

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

6R(IN) (9105)

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 lederal Real Estate Settlement-Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section, 2601 of seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds that 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 mainstitution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender inacconnection 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 field by Lender at any time is not sufficient to pay the Escrow Items when due Lender are so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall require or sell the Property Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender as Morting of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs found 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. 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 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 shallpass to lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Printestance and Protection of the Property; Borrover's Loan Application; Leascholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security-Instrument and shall continue to be property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interests 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 consecutors of the lane 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 problems of the large. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees as the integer in writing.
- 7. Protection of Lender's Rights in the Property. It Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or influiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed*by Lender under this paragraph 7 shall become additional*debt of Borrower secured by this Security Instrument. Unless Borrower and Eender 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

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 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. I 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, it interested and Protection of the Property: Borrover's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in consecutate of the Borrower shall comply with all the processors of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the processors of the lease of Borrower acquires fee title to the Property, the leasehold and the fee title shall not suerge unless Lender agrees to the meger in writing.
- 7. Protection of Lender's Rights in the Property. It Borrower fasts to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding the property affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or following or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debts 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 foan 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 insufer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of 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 small 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 spartial 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 In the notice of Borrower that the condemnor offers to make an award or settle avelaim for damages. Borrower tails to respond to 1 ender within 30 days after the date the notice is regiven, Eender is authorized to collect and apply the proceeds, at its option, afther to restoration for repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

unless Lender and Borrowet otherwise agree in writing, any application of principal shall not extend or apostponeitherduc date of the monthly payments referred to impartigraphs I and Her change the amount of such payments.

- The Borrower Not Released; Forbearance By Lender Nota Walver, Extension of the times for payment of modification of amortization of the sums secured by this Security Instrument granted by Bender to any successor in interest of Borrower shalls not operate to release the highlity of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any Porbearance by Dender in exercising any right or remedy shall not be as awaiver of or precedule the exercise of any right or remedy.
- 12. Siccessors 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, subjects to the provisions of paragraphs 17. Borrower's covenants and agreements shall be jobs and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) its co-secute 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: Loant Charges: If the loan secured by this security this rument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or one alone charges collected or to be collected in connection with the loans exceed the permitted limits, then: (a) any such loans charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bender may choose to make this refund by reducing the principal lowed under the Note or by making a direct payment to Borrower. If agrefund reduces principal, the reduction will be treated as appartial 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 mailluness 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 Bender. Any notice to Borrower. Any notice approvided for in this Security Instruments hall be deemed to have been given to Borrower or Bender when given as provided for the this Security Instruments hall be deemed to have been given to Borrower or Bender when given as provided for the hall be deemed to have been given to Borrower or Bender when given as provided for the hall be deemed to have been given to Borrower or Bender when given as provided for the hall be deemed to have been given to Borrower or Bender when given as provided for the hall be deemed to have been given to Borrower or Bender when given as provided for the hall be deemed to have been given to Borrower.
- 15. Governing Lany, Severability. This Security Instrument shall be governed by frederal law and the law of the jurisdiction in which the Property is flocated. 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 on 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 Bender's prior written consent, Bender 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. Eender 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, Bender 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 Bender may reasonably require to assure that the lien of this Security Instrument, Bender's rights in the Property and Borrower's obligation to pay the sums secured by this 'Security Instrument's 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.

not apply in the case of acceleration under paragraph (**) Sale of Notes Change of Loan Servicer. The Note or a partial interest to the Note (together with this Security Instrument) may be sold one or more times without prior potice to Borrower. A sale may result into change in the entity, (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. The real so may be one or more changes of the Loan Servicer and the Note of the Note of the Loan Servicer, Borrower will be given written motice 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 tinformation required by applicable law.

20.4Hazardous Substances of Substances of Borrower shall not cause or permitting presence, use, disposal; storage, or release of any, thazardous Substances of the Property Borrower shall not do, nor tallow anyone telese 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 normally residentially uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim; demand ilaws uit or other action by any governmental corregulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law, of which Borrower has actual knowledge. If Borrower learns, or six notified by any governmental or regulatory authority, that any removal to rother remediation of any Hazardous Substance of Corrower is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances: gasoline, kerosene other flammable or toxic petroleum aproducts, atoxic pesticides and the following substances: gasoline, kerosene other flammable or toxic petroleum aproducts, atoxic pesticides and therbicides; volatile solvents, materials containing tasbestos or formal dehydex and tradioactive materials. As used in this paragraph 20, "Environmental Law" means federal 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. Bender: shall give notice to Borrower priorito acceleration following Borrower's breach of any covenant on agreement in this Security Instrument (but notice) to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the accident under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the accident under paragraph 17 unless applicable law provides otherwise). The notice shall 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 adefault 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.

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

	ents of each such rings if the Condominium	der shall be rider(s) wer Rider I A Development benchter I der Benchter Development	incorporated into and shall amend a graph of this Security Instrument. 1-4 Family Rider Biweekly Payment Rider Second Home Rider	nd supplement _
BY SIGNING BELOW, Borrower accept in any-rider(s) executed by Borrower and recor Witnesses:	s and agrees to the ded with it.	Mai Mai	THEM 1. BROUGH 310-50-1142 Y t. BROUGH 31/-66-1770	<i>V</i>
	-Borrower			-Borrower
On this 200 day of MARCH and for said County, personally appeared MATTHEN 1. BROUGH, AND MARY E. BROUGH, WITNESS my hand and official seal. My Commission Expires: DEC. 12th, 1993	LAKE HUSBAND AND WIFE	Notary Public	County ss: , before me, the undersigned, a Nowledged the execution of the foregon LISA A. GARCIA	

Page 6 of 6

ADJUSTABLE RATE RIDER

(Interest Rate Limits)

day of . 19 67 THIS ADJUSTABLE RATE RIDER is made this MARIETA 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 SECURITY FEDERAL BANK

(the "Lender") of the same date and covering the property

described in the Security Instrument and located at:

8735 LIABLE ROAD HUGHLAND, IN 46372

The Note contains provisions allowing for changes in the interest rate every year subject to the limits stated in the Note. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

A. INTEREST RATE AND MONTHLY PAYMENTS CHANGES

The Note provides for an initial interest rate of rate and the monthly payments, as follows:

1.250 %. The Note provides for changes in the interest

4: INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

, and on that 19 94 The interest rate I will pay may change on the day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 30 days before each Change Date is called the

lifethe lindex is not 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

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1900 AND 757100 %) to the Current Index. percentage points (

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate and the Sea Change Date.

The Note Holder will then determine the appoint of the noathly 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 his enquiation is salled the "Full Payment."

(D) Limit on Interest Rate Changes

The rate of interest 1 am required to pay shall never be increased or decreased on any single Change Date by more than one percentage point (1.0%) two percentage points (2.0%) [Check only one box] from the rate of interest I have been paying for the preceding twelve months. My interest rate also shall never be greater than

%, which is called the "Maximum Rate", or less than %, which is called the "Minimum Rate".

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. 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.

(F) Required Full Payment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the 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.

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

-Borrower

-Borrower

(Scal) -Borrower

(Seal)

-Borrower

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