93016070

[Space Above This Line For Recording Data].

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 8, 1993 The mortgagor is Millie Bozovic

1(Borrower"). This Security Instrument is given to

Citizens Federal Savings a which is organized and existing under

, and whose address is

TICOR TITLE INSURANCE

707 Ridge Road, Munsten IN 32 ū1678 nt is the property of

the Lake County Recenter | Porrower owes Lender the principal sum of

One Hundred Seventy Three: Thousand and 00/100-Dollars (U.S. \$ 173: 000 00). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 173, 000, 00 Instrument ("Note"); which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2018 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 (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

See Attached Addendum A



County, Indiana:

which has the address of Parcel 1: 216 S. Broad St.,

Parcel 2: 5017 W. 87th Lane

Indiana

46319 ("Property Address");

[Zip Code] 46307

Form 3015 9/90 (page 1 of 6 pages)

Griffith

Crown Point

Great Lakes Business Forms, Inc.
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INDIANA -- Single Family -- Fannie Mae/Freddle Mac UNIFORM/INSTRUMENT ITEM 1879 (9109)

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:

41. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2: Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, 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 amountmot to exceed the maximum amount artender for a federally related prortgage loan-may, require for Borrower's escrow account under the federal Real Estate Seitlement Procedures Action 1974 and monded from time to time, 12 U.S.C. § 2601 et. seg. ("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 due on the basis of current data and reasonable lestimates of expenditures of future Escroy Jeens or otherwise intraceordance with applicable law.

The Funds shall be held in antinstitution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) of intany Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and on lying the Funds, annually, analyzing the escrow account; or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable llaw permits. Lender to make such a charge. However, Lender may require Borrower to pay a tone-time charge for an independent real estate tax reporting service used by Lender inconnection with this loan, unless applicable law provides otherwise. Unless an agreement list 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 inly riting, 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 to Historient due; Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of essay to make up the deficiency. Borrower shall make up the deficiency, in no more than twelve monthly, payments, at Lender's set ediscretion:

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 2!, Lender shall acquire of sell the Property, Lender, prior to the acquisition of sale of the Property, is hall apply any Funds held by Lender, at the time of acquisition or sale as jatered if against the sums secured by this Security Instrument.

3. Application of Payments. Unless application and provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges ductumer the Note; second, to amounts payable under paragraph 2; third, to interestidue; fourth, to principal due; and hast, 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 imanner provided in paragraph 2, or, it 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 funder this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing, the payments:

Borrower shall promptly discharge anythen which has priority over this Security Instrument unless Borrower (a) tagrees in writing to the payment of the obligation secured by the lien into manner acceptable to Lender; (b) contests in good faith the then by, or defends against tenforcement 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 amagreement 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 tien or take one or more of the actions set forth above within 10 days of the giving of the findice.

one 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 fon the Property insured against loss by fire, hazards included within the terms extended coverage, and any other hazards, fincluding floods or flooding, for which Lender requires insurance. This tinsurance 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, Hender 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

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, 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 leasts 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 to deleriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding. The there eight of could result in forfeiture of the Property of 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 hen created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application sprocess, 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 Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property of Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a second according that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, 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 his 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 Eender under this pasor to be 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

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 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 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 Eender 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 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any representative to proceed by the exercising any right or remedy shall not be a
- 12. Successors and Assigns Bound; Joint and Several Liability Consigners. 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 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 Lender and any other Borrower may agree to extend modify, for bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- charges, and that law is finally interpreted so that the interest or other loan charges collected or to 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. If a refund reduces practical, the reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces practical, the reducion 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 Durally 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 aw 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 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. 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 Horrower. 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 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 Hazardons Substances that are generally recognized to be appropriate to normal

residential uses and to maintenance of the Properly Ocument is
Borrower shall promptly give Londer written notice of any investigation, chaim, demand; lawsuit or other action by any Borrower shall promptly give Londer written notice of any investigation, chaim, demands lawsuit or other action by any governmental or regulatory agency or provide party involving the Property and any Hazardous Substance or Environmental Eaw of which Borrower has actual knowledge. It thorower learns, or is notified by any governmental or regulatory authority, that any removal or other coordinates 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 the substance of the substance of the substance of the substance of the substances of the substance of the substances of the substances of the substance of the substances of the substance of the substances of the substances of the substance of the substances of the substance of the substances of the substance of the subst

Environmental Law and the following substances: gasoline, kerosene, other flanunable 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) aw" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safely or environmental protection.

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

21. Acceleration; Remedies. Lender shall 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, foreclassic by pedicial proceeding and sale of the Property. The notice shall further inform Borcower of the right to reinstee the recoveration and the right to assert in the foreclosure prosperties. ceeding the non-existence of a default or any other forense of horsewer 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 the demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be cutified to collegiall expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable uturneys' fees and costs of title evidence.

22. Release. Upon payment of all soms secures my 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.

this Security Instrument, the covenants and	nt. If one or more riders are executed by Bor agreements of each such rider shall be incorplished this Security Instrument as if the rider(s) were	porated into and shall amend and
X Adjustable Rate Rider	Condominium Rider	X 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify] Rider To D	elete and Substitute Non-Unifor	m Covenant
BY SIGNING BELOW, Borrower acce and in any rider(s) executed by Borrower and	pts and agrees to the terms and covenants cor recorded with it.	ntained in this Security Instrument-
Witnesses:		t
NO	Documentis L DT OFFICIAL!	Backer (Seal) -Borrower
This Do	ocument is the property of Lake County Recorder!	(Seal)
S		(Seal) -Borrower (Seal) -Borrower
	The state of the s	, before me, the undersigned, a
Witness my hand and official seal.	<u>.</u>	
My Commission expires: August 5, 19	994 Jan Malhor	th
County of Residence: Lake	Jan McGrath	Notary Public
This instrument was prepared by:	Jeffrey C. Stun, Vice Pre Citizens Federal Savings Loan Association	

PARCEL I: The West 58 feet of the following described tract, to wit: Part of the Northwest 174 of the Northwest 174 of Section 2, Township 35 North, Range 9 West of the 2nd Principal Meridian, described as commencing at a point 530 feet North of the Southeast corner of said tract and running thence West 225 feet; thence North to the Southerly line of the Elgin, Joliet and Eastern Railway Company's spur track, or "Y"; thence Southeasterly along said spur track; or "Y"; to the East line of said tract; thence South along the East line of said tract 69 feet, more or less, to the place of beginning, in the town of Griffith, Lake County, Indiana.

Together with the right and easement to go upon, over and across and to use the following described tract of land: a tract of land being 18 feet in width lying South of, adjacent to, and parallel to the Southerly line of the Elgin, Joliet, and Eastern Railway Company's spur tract, or "Y", and East of a line parallel to and 167 feet West of the East line of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of Griffith, Lake County, Indiana, as reserved in the Deed in Trust made by Albert Stross and Katherine Stross, bushand and wife, to Lake County Trust Company, a comporation of Indiana, as Trustee under the provisions of a trust agreement dated the 12th day of December 1955, known as Trust Number 745 dated December 12, 1955 and recorded December 13, 1955, in Deed Record 1017, page 95.

PARCEL II: Lot 439 in Pine Island Ridge Unit 18, as per plat thereof, recorded in Plat Book 46 page 80, in the office of the Recorder of Lake County, Indiana.



RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT

This RIDER TO DELETE AND SUBSTITUTE NON-UNIFORM COVENANT is made this 8th 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 Parcel 1: 216 S. Broad St., Griffith, IN 46319

Parcel 2: 5017 W. 87th Lane Crawn Point IN 46307

In addition to the covenants and agreements made in the Security 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 Lender 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.

Borrover Millie Bozovic (Seal)

(Seal)

Borrower

- 1-4*FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY-RIDER is made thi-8th day of March, 1993, 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 Note to

Citizens Federal Savings And Loan Association

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

216 S. Broad Street, Griffith, IN 46319

[Property Address]

- 1-4 FAMILY-COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURETY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used or intended to be used in connection with the Property, including; but not limited to, those for the purposes of supplying or distributing neating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, promiting bath tubs, water heaters, water-closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of the governmental body applicable to the Property.
- C. SUBORDINA EXERTS. Except as Servitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Conder's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted:
- **F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Coverage 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and wills not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before of after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at a try time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full:

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

ADJUSTABLE RATE LOAN&RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES 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 <u>8th</u> day of <u>March</u>, 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 Parcel 1: 216 S. Broad St., Griffith, IN 46319; Parcel 2: 5017 W. 87th Lane, 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:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of 6.75%. The Note interest rate may be increased or decreased on the first day of the month beginning on April 1, 1996 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 based on changes in an interest rate index. The Index is the Northly Average Yield on the United States 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. The Current Index figure is the most recent Index figure available at test 30 but not 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 12.75 %. The Note Holder will adjust the new interest rate so that the change in the interest rate will not be more than those limits.

B'. 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 coffected or to be collected in connection with the loan would exceed permitted limits. 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 limit, 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.

C. 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.

D. 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.

Millie Bozovic (Seal)	(Seal)
(Seal)	(Seal)