3 Chicago Title Insurance Company

## 93082644

Indiana \_\_\_46373

THIS MORTGAGE ("Security Instrument") is given on

[Space Above This Line For Recording Data]

December 2, 1993

## MORTGAGE

The mortgagor is	THE.	FIRST	BANK O	F. WHIT	ING, N	1/K/AC	ENTIER	BANK,	AS:	TRUSTEE,	UNDER
TRUST_AGRI	EEMEN	NT #13	91_DATE	D APRI	L 25,_	1 (Barrowe	r). This Sec	urity Instrun	nent is	given to	
INDIANA FE	DERA	L BANK	FORISAV	NGS				which is	organiz	ed and:existing	
under the laws of			STATES	OF-AME		<u> </u>		and wh	ose ad	ldress is	
808 VALE F							IN 46383			("Lender").	
Borrower owes Le							e Hundre				
Dollars (U.S.\$							rawer's note				
Security Instrument	t ("Note	"), which r	rovides for r	ionthly payr	ments, with	the full deb	t, if not paid	earlier, due	and p	payable	
		1, 2009		curity Instru	ment secu	res to Lend	er: (a) the r	epayment o	f the d	lebt:evidenced	
by the Note, with	interest,	and:allire	rewals, exten	sions and r	nodification	s of the No	ote; (b): the	payment of	all! oth	er sums,	
with interest, advan											
Borrower's covena										•	
mortgage, grant an								<u> </u>		County, Indiana:	
			WOODS								
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			RECTED		PLAT BO	OOK-41,	PAGE: 46				
114sr	AKE	COUNTY	, INDIANA	•							
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which has the ad	dress o	1 8804	PARK LN				ST	JOHN			

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."

("Property Address");

BORROWER COVENANTS that Borrower is lawfully selsed 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.

INDIANA.-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT FORM 3015
9/90 (page 1 of 5)

23.00

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1.23

- 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") equal to one-twelfth of: (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; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragragh 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 accont under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et 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 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 an institution 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; realiestate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annualiaccounting 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 the sums secured by this Security Instrument.

If the amount of 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 Items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender any smount 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 promotly refund to Borrower any Funds held by Lender. It, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument:

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second; to amounts payable under paragraph 2; third, to interest due; fourth; to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If! Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless. Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a matrice 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. Hazardror-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 falls 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 to 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, 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 principaliresidence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing; which consents 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 judgement 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 Lenders (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. If Borrower falls 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 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 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 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 lapsed of cases to be in effect. For ower 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. Becower 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 be paid to Lender.

In the event of 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. 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 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 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 right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender 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. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum to an charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such 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 the Borrower. Lender may choose to make this refund by 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. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing, Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer-of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any 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 falls 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. (Gorrower neets 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. Those conditions are that Borrower; (a) pays all expenses incurred in enforcing this Security Instrument lactuating, 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 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 of 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 proceeding 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 witten notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable 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. 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, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand

and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together. with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Condominium Rider 2-4 Family Rider Adjustable Rate Rider Graduated: Payment: Rider Plänned Unit Development Rider \*Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. N/K/A CENTIER BKNK, AS TRUSTEE, UNDER TRUST AGREEMENT #1391, DATED APRIL 25, 1978 Below This Line For Acknowledgment) STATE OF IN

## f/k/a The First Bank of Whiting:

THIS MORIGAGE is executed by GENTIER BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said GENTIER BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said CENTIER BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming-any right or security hereunder, and that so far as the First Party and its successors and said CENTIER BANK-personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any,

presents to be signed by its <u>Trust Officer</u>	e seal to be hereunto affixed and attested by its
•	nis 2ndi day of December
9 <u>_93</u> .	CENTIER BANK, not personally but as Trustee under
, .	the provisions of a Trust Agreement dated April 24, 1978
Door	and known as Trust No. 139:1
NOT OI	FFICIAL!
	Trust Officer
	undy Recorder!
State of INDIANA SS:	
County of LAKE	
пикв	
I linda S Wabbar a N	otary Public in and for said County in the state aforesaid, DC
	and David H. Brubeck , o
	ly known to me to be the same persons whose names an
	tuofficer and
	pespectively, appeared before me this day in person and
	trument us their own free and voluntary acts, and as the free
indivoluntary act of said state banking association, as a	Frustee, for the uses and purposes therein set forth; and the
ald Carolyn A. Mayer	didialso then and there acknowledge
hat he, as custodian of the corporate scal of said state	barking association, did affix the said corporate seal of said
tate banking association to said instrument as his own	free and voluntary act, and as the free and voluntary action
aid state banking association; as Trustee, for the uses	nd purposes therein set forth.
GIVEN under my hand and Notarial Seal th	
	Linka 5. Walland
	Linda S. Webber Notary Public
MY COMMISSION EXPIRES:	· · · · · · · · · · · · · · · · · · ·

September 8, 1993.

COUNTY OF RESIDENCE: LAKE

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps):

he property described in the Security Instrument and located at 8804 PARK LN		46070
(Property Address)	ST_JOHN, IN	46373
THE NOTE CONTAINS PROVISIONS ALLOWING FOR MONTHLY PAYMENT. THE NOTE LIMITS-THE AMOUNTED THE CAN CHANGE AT-ANY-ONE TIME AND THE M	INT THE BORROWE	R'S ADJUSTABLE INTEREST
ADDITIONAL COMMENTS. In addition to the covenants and ac ender further covenant and agree as follows:	greements made in th	ne Security Instrument, Borrower and
A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of nterest rate and the monthly payments, as follows:	%. The Note	provides for changes in the adjustable
1. ADJUSTABLE INTEREST RATE AND MONTHLY-PAYMEN  (A) Change Dates  The adjustable interest rate I will pay may change on the that date every 12th month Thereafter Deach date on which my		anuary, 1999; and on-
(B) The Index Beginning with the first Change Date, my adjustable interested by the first Change Date, my adjustable interested by the second of the second of this choice,  (C) Columbia of Changes  the Lake County Beginning with the first Change Date, my adjustable interested by the second of the second of the second of the second of this choice,	rest!rate-will be base constant maturity of as of the date 45 da	The "Index"-is; the weekly I-tyear as made available; by the ys before each; Change Date is called
one-eighth of one percentage point (0.125%). Subject to the Unity new interest rate until the next Change Date.  The Note Holder will then determine the account of the	Holder will then roundle stated in Section	nd the result of this addition to the neares Dibelow, this rounded amount will be t would be sufficient to repay the unpaid
orincipal that I am expected to owe at the Charge Date in full equal payments. The result of this calculation will be the new a		
(D) Limits on Interest Rate Changes:  The interest rate I am required to pay at the first Chang  4.125:  "Thereafter, my adjustable interest rate will	e:Date will not be gi il never be increased erest il have been pa	or decreased on any single Change Date ying for the preceeding 12 months. My-
by more than two percentage points (2,0%) from the rate of intended interest rate will never be greater than 12:125 %, whi		
· · · · · · · · · · · · · · · · · · ·		

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 also may require the transfered 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 falls 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.



FORM 117A 5/1 AML - NONCONVERTIBLE PAGE 2

No. 139 and it to approach and area to	4th day of April	, A.D. 19_78, creating Trust
No139;1and it is expressly understood and	deagreed by the parties hereto, any	thing herein to the contrary
notwithstanding, that each and all of the covenant	is, undertakings, representations and	d agreements herein made are
made and intended not as personal covenants,	undertakings, representations and	agreements of the Trustee,
individually or for the purpose of binding it person f/k/a TheFirst Bank of Whit BANK, as Trustee, solely in the exercise of the power.	nally, but this instrument is executed in g and executions it as such Trustec	ed and delivered by CENTIER under said agreement and no-
personal liability or personal responsibility is ass	sumed by, nor shall at any-time be	asserted or enforced against
CENTIER BANK, on account hereof, or on account		
contained; either expressed or implied; all such pe		
by the parties hereto or holder hereof, and by all	persons claiming by or through or	under said parties or holder
hereof.	-	·
	STEED AND Man annually annual Action	111
IN WITNESS WHEREOF, said CENTIE  Trust Officer		
attested by its Vice Pres. & Sr Trust	•	seal to be hereunto affixed and the day and year first
above written.		uie day and year mist
	CENTIER BANK; as Trustee	
	aforesaid and not personally	7
		4
ATTEST:	Cunfe Carolyn A. Maye	Prust Officer
NOT	OFFICIAL!	
This Dogum	ent is the property of	્રે
J A J Juyer The Late	County Passedan!	
David H. Brubeck, Vice Pres. & S	r. Trust Officer	<b>4.</b>
STATE OF INDIANA		
):ss:		
COUNTY OF LAKE		
I, Linda S. Webber	, a Notary Public in and for said	County in the State aforesaid,
DO HEREBY CERTIFY, that Carolyn A. M		
under the state banking laws of Indiana, and	vidniv Brubeck	of said state bank, personally
known to me to be the same persons whose names	are subscribed to the foregoing instr	ument as such
Trust Officer	and Vice Pres. & Sr.	Trust Officer
respectively, appeared before me this day in per	son and acknowledged that they s	igned and delivered the said
instrument as their own free and voluntary acts, a	V. Alexandra	said state bank as Trustee, for
the uses and purposes therein set forth, and the sa	ld Mayer	
did also then and there acknowledge that he, as co		
corporate seal of said state bank to said instrumen	-	and as the free and voluntary
act of saidistate bank, as Trustee, for the uses and	purposes therein set forth.	at white
GIVEN under my hand and Notarial S	Seal this 2nd day of Decen	nber 197193
·	0: -	
	Freda 5	- Willen
	Linda A. Webbe	er % NOTARY PUBLIC
My Commission Expires:		10, 5, 10, 50
September 8, 1995		. 10/91

COUNTY OF RESIDENCE: LAKE

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under