

AFTER RECORDING MAIL TO:

LaSalle Bank
3309 Volmer Road
Flossmoor, IL 60422

94031588

94 APR 27 AM 10:05

SAMUEL ORLICH
RECORDER

Chicago Title Insurance Company

LOAN NO. 387903-8

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 1, 1994. The mortgagor is

PEOPLES FEDERAL SAVINGS & LOAN ASSOC., AS TRUSTEE, DATED MARCH 15, 1989,
AND KNOWN AS TRUST NO. 9005

*now known as Peoples Bank, a Federal Savings Bank, a United States Corporation ("Borrower");

This Security Instrument is given to LaSalle National Bank, F.S.B.,

A Corp. of the United States of America

which is organized and existing under the laws of United States of America, and whose address is
4242 N. Harlem Avenue, Norridge, IL 60634 ("Lender");

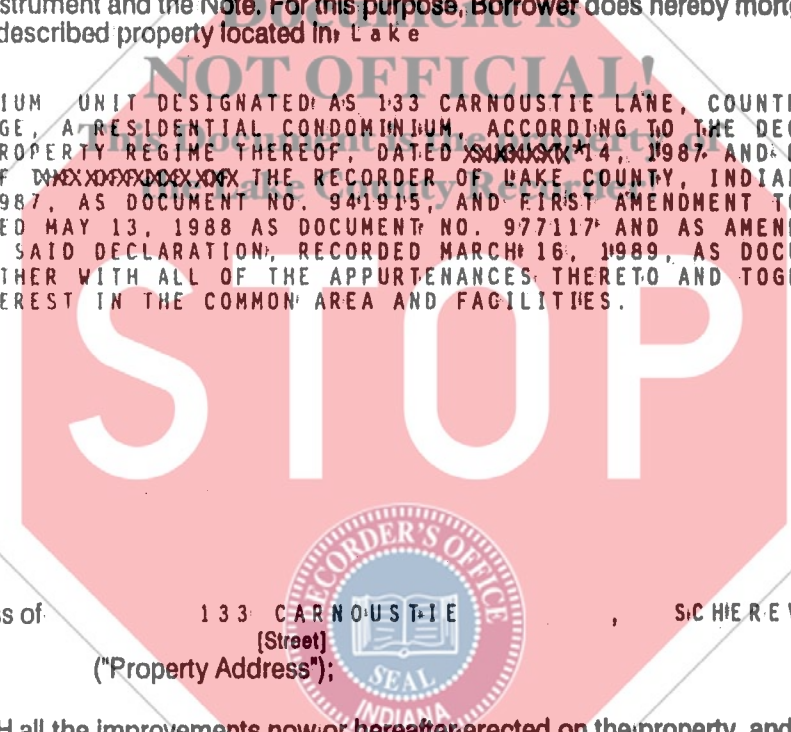
Borrower owes Lender the principal sum of Eighty Four Thousand Six Hundred Dollars and no/100
Dollars (US\$ 84,600.00); This debt is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"); which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on May 1, 2009. 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 Lake

County, Indiana:

THE CONDOMINIUM UNIT DESIGNATED AS 133 CARNOUSTIE LANE, COUNTRY CLUB VILLAS
OF BRIAR RIDGE, A RESIDENTIAL CONDOMINIUM, ACCORDING TO THE DECLARATION OF
HORIZONTAL PROPERTY REGIME THEREOF, DATED AUGUST 14, 1987 AND RECORDED IN
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ON
OCTOBER 5, 1987, AS DOCUMENT NO. 941915, AND FIRST AMENDMENT TO SAID DECLARA-
TION, RECORDED MAY 13, 1988 AS DOCUMENT NO. 977117 AND AS AMENDED BY SECOND
AMENDMENT TO SAID DECLARATION, RECORDED MARCH 16, 1989, AS DOCUMENT NO.
027455, TOGETHER WITH ALL OF THE APPURTENANCES THERETO AND TOGETHER WITH AN
UNDIVIDED INTEREST IN THE COMMON AREA AND FACILITIES.



*AUGUST

13-443-3

which has the address of

133 CARNOUSTIE

SICHERVILLE INDIANA

[Street]

[City]

Indiana 46375

("Property Address");

[Zip Code]

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.

2400

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 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 amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 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 real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may 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 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 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 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 2 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 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 connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a 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 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 periods 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.

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 Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21; including, but not limited to, reasonable attorneys' fees and costs of title evidence.

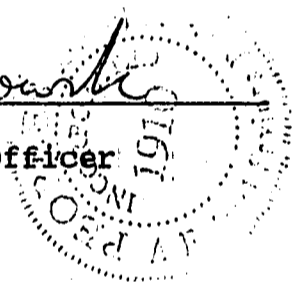
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

Attachment to mortgage to LaSalle Talman Bank, FSB, A Corp. of the United States of *
 for \$ 84,600.00 to Land Trust # 9005. This mortgage is
 executed by Peoples Bank, A Federal Savings 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 it is expressly understood and
 agreed by the mortgage herein and by every person now or hereafter
 claiming any right or security hereunder that nothing contained herein or
 in the note secured by this mortgage shall be construed as creating any
 liability on Peoples Bank, A Federal Savings Bank or on any of the
 beneficiaries under said trust agreement personally to pay said note or
 any interest that may accrue thereon, or any indebtedness accruing
 hereunder or to perform any covenants either express or implied herein
 contained, all such liability, if any, being expressly waived, and that
 any recovery on this mortgage and the note secured hereby shall be solely
 against and out of the property hereby conveyed by enforcement of the
 provisions hereof and of said note, but his waiver shall in no way affect
 the personal liability of any co-signer, endorser or guarantor of said
 note. Nothing contained herein will be construed as creating any
 liability on said Trustee, personally under the provisions of the
 Comprehensive Environmental Response, Compensation and Liability Act,
 (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as
 amended from time to time or any other federal, state or local law, rule
 or regulation. Said Trustee, personally, is not a "Transferor" or
 "Transferee" under RPTL and makes no representations concerning any
 possible environmental defects. In making any warranty herein the Trustee
 is relying solely on information furnished to it by the beneficiaries and
 not of its own knowledge and specifically exculpates itself from any
 liabilities, responsibilities or damages as a result of including any
 warranty in this instrument.

*America
 PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, NOW
 KNOWN AS PEOPLES BANK, A FEDERAL SAVINGS BANK
 not personally, but as Trustee under
 provisions of a Trust Agreement
 dated March 15, 1989 and
 known as Trust No. 9005.

By: Frank J. Bochnowski
 Frank J. Bochnowski
 Vice-President and Trust Officer



ATTEST:

BY: Rod Grove
 Rod Grove
 Vice-President



State of Indiana)
) SS:
 County of Lake)

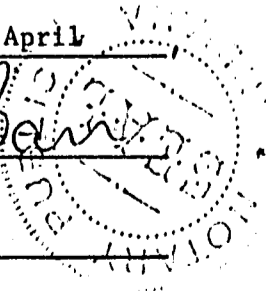
I, Joyce M. Barr, a Notary Public in and for said County in the State
 aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and
Rod Grove, of PEOPLES BANK, A FEDERAL SAVINGS BANK, a United
 States Corporation, personally known to me to be the same persons whose
 names are subscribed to the foregoing instrument as such Vice-President
 and Trust Officer and Assistant Secretary, respectively, appeared before
 me this day in person and acknowledged that they signed and delivered the
 said instrument as their own free and voluntary acts, and as the free and
 voluntary act of the said United States Corporation, as Trustee, for the
 uses and purposes therein set forth.

*PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION NOW KNOWN AS
 GIVEN under my hand and Notarial Seal this 19th day of April
 1994.

My Commission Expires:
March 11, 1998

Resident of Lake County

Joyce M. Barr
 Notary Public Signature
 Joyce M. Barr



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)]:

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1--4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower 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.

Witnesses:

SEE ATTACHED SIGNATURE PAGE

PEOPLE FEDERAL SAVINGS & LOAN ASSOC. *
AS TRUSTEE, DATED MARCH 15, 1989,
AND KNOWN AS TRUST NO. 9005.

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

(Seal)
Borrower

*NOW KNOWN AS PEOPLES BANK, A FEDERAL SAVINGS BANK
A UNITED STATES CORPORATION

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment]:

STATE OF INDIANA,

County, ss:

On this _____ day of _____
personally appeared _____

, before me, the undersigned, a Notary Public in and for said County,

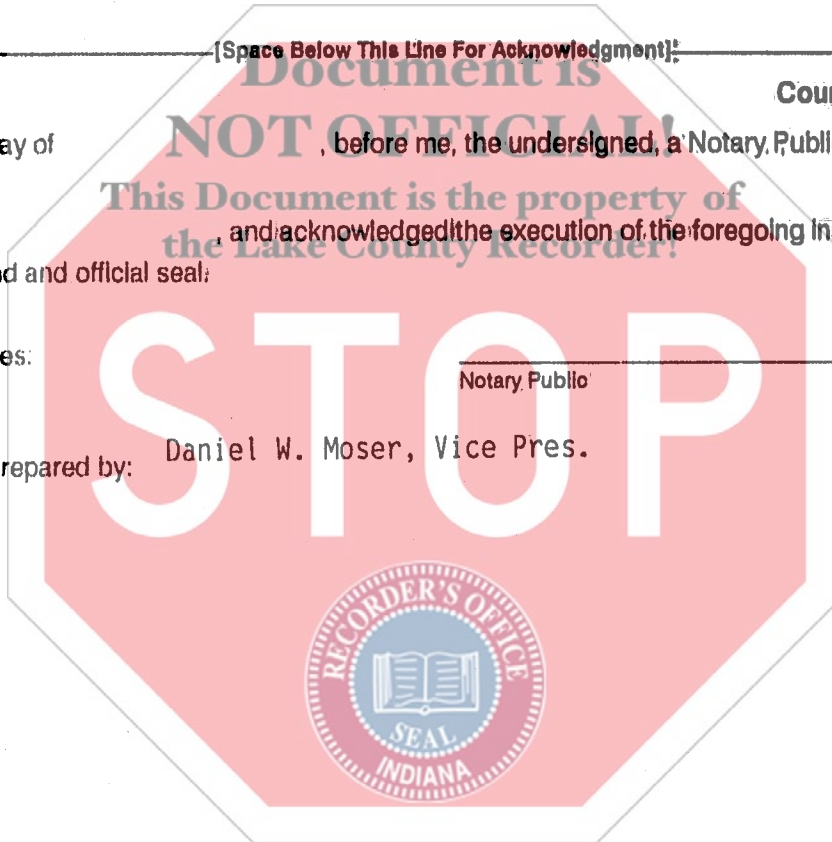
and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal:

My Commission expires: _____

Notary Public

This instrument was prepared by: Daniel W. Moser, Vice Pres.



Attachment to mortgage to LaSalle Talman Bank, FSB, A Corp. of the United States of *
 for \$ 84,600.00 to Land Trust # 9005. This mortgage is
 executed by Peoples Bank, A Federal Savings 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 it is expressly understood and
 agreed by the mortgage herein and by every person now or hereafter
 claiming any right or security hereunder that nothing contained herein or
 in the note secured by this mortgage shall be construed as creating any
 liability on Peoples Bank, A Federal Savings Bank or on any of the
 beneficiaries under said trust agreement personally to pay said note or
 any interest that may accrue thereon, or any indebtedness accruing
 hereunder or to perform any covenants either express or implied herein
 contained, all such liability, if any, being expressly waived, and that
 any recovery on this mortgage and the note secured hereby shall be solely
 against and out of the property hereby conveyed by enforcement of the
 provisions hereof and of said note, but his waiver shall in no way affect
 the personal liability of any co-signer, endorser or guarantor of said
 note. Nothing contained herein will be construed as creating any
 liability on said Trustee, personally under the provisions of the
 Comprehensive Environmental Response, Compensation and Liability Act,
 (CERCLA) or the Indiana Responsible Property Transfer Law, ("RPTL") as
 amended from time to time or any other federal, state or local law, rule
 or regulation. Said Trustee, personally, is not a "Transferor" or
 "Transferee" under RPTL and makes no representations concerning any
 possible environmental defects. In making any warranty herein the Trustee
 is relying solely on information furnished to it by the beneficiaries and
 not of its own knowledge and specifically exculpates itself from any
 liabilities, responsibilities or damages as a result of including any
 warranty in this instrument. *America

PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, NOW
 KNOWN AS PEOPLES BANK, A FEDERAL SAVINGS BANK
 not personally, but as Trustee under
 provisions of a Trust Agreement
 dated March 15, 1989 and
 known as Trust No. 9005.

By: Frank J. Bochnowski
 Frank J. Bochnowski
 Vice-President and Trust Officer

ATTEST:

BY: Rod Grove
 Rod Grove
 Vice-President

State of Indiana)
) SS:
 County of Lake)

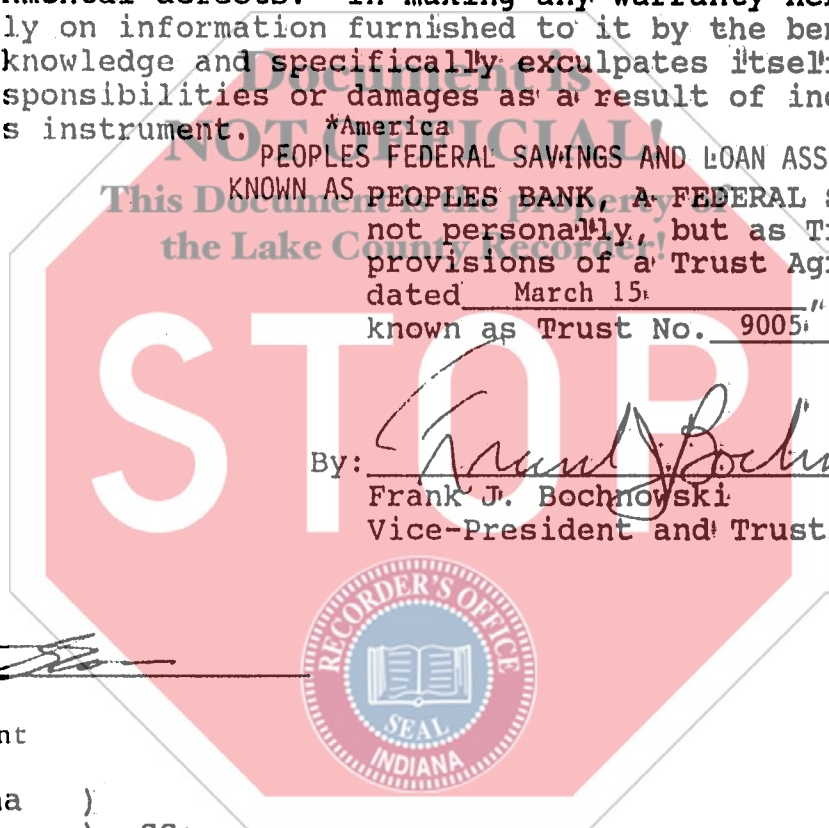
I, Joyce M. Barr, a Notary Public in and for said County in the State
 aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and
Rod Grove, of PEOPLES BANK, A FEDERAL SAVINGS BANK, a United
 States Corporation, personally known to me to be the same persons whose
 names are subscribed to the foregoing instrument as such Vice-President
 and Trust Officer and Assistant Secretary, respectively, appeared before
 me this day in person and acknowledged that they signed and delivered the
 said instrument as their own free and voluntary acts, and as the free and
 voluntary act of the said United States Corporation, as Trustee, for the
 uses and purposes therein set forth.

*PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION NOW KNOWN AS
 GIVEN under my hand and Notarial Seal this 19th day of April
 19 94.

My Commission Expires:
March 11, 1998

Resident of Lake County

Joyce M. Barr
 Notary Public Signature
Joyce M. Barr



LOAN NO: 387903-8

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19th day of April, 1994 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 LaSalle Talman Bank, FSB, A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

133 CARNOUSTIE, SCHEREVILLE INDIANA, IL 46375

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in The Covenants, Conditions and restrictions of Record:

THE COVENANTS CONDITIONS AND RESTRICTIONS OF RECORD:

(the "Declaration"). The Property is a part of a planned unit development known as

BRIAR RIDGE COUNTRY CLUB

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation; trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

Attachment to Planned Unit Development Rider
to LaSalle Talman Bank, FSB, A Corp. of the United States of America for
Land Trust # 9005

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 15th day of March, A.D. 19 89, creating Trust No. 9005; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and 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 personally, but this instrument is executed and delivered by Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Assistant Secretary the day and year first above written.

PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION NOW KNOWN AS PEOPLES BANK, A FEDERAL SAVINGS BANK as Trustee aforesaid and not personally,

By: Frank J. Bochnowski
Frank J. Bochnowski
Vice-President and Trust Officer

ATTEST:

BY: Rod Grove
Rod Grove
Vice-President

State of Indiana)
County of Lake) SS:

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY, that Frank J. Bochnowski and Rod Grove of *PEOPLES BANK, A FEDERAL SAVINGS BANK, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said United States Corporation, as Trustee, for the uses and purposes therein set forth.

*PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION NOW KNOWN AS

GIVEN under my hand and Notarial Seal this 19th day of April 19 94.

My Commission Expires: March 11, 1998

Resident of Lake County

Joyce M. Barr
Notary Public Signature
Joyce M. Barr

