95068782

95 NOV 10 AM 8: 59

VAGARLA DA DARLAND RECORDER

MORTGAGE

THIS M	ORTGAGE ("S	Security Instrume	nt") is given on	Novembe		.199 5 .
The mortgagor is	. <u>Michae</u>	el R. Bixemar	and Cynthia	a A. Bixemar		
whose address is	12828	Grant Street	. Crown Poir	nt, Indiana	46307	
("Borrower"). T	his Security Ins	strument is given	to Centennial M	ortgage Compa	ny, a Division	of Superior
Bank FSB, which	h is organized a	nd existing under	the laws of the	United States.	and whose addr	ess is 9525
West Bryn May of One Hund	vr, Rosemont,	Illinois 60018	("Lender") Bo	rrower owes	Lender the prin	ncipal sum
of One Hund	dred Thirty	Four Thousar	<u>id Five Hundr</u>	red and 00/1	100	Dollars
(U.S. \$ 134,	500.00). This debi	is evidenced by	Borrower's note	dated the same	date as this
Security Instrume						
and payable on _	- mineral and - software, something minimized	THE PERSON NAMED IN COLUMN TWO IS NOT THE PARTY OF THE PARTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NA			ity Instrument	
Lender: (a) the re						
to time, and all r						
interest at a rate						
this Security Inst						
Instrument and the						
Lender's success Indiana:	ors and assigns	the following a	escribed property	y located in	Lake	County,
indiana;						
Part of th	e Southeast	Quarter of	the Northeas	t Quarter of	f Section 20),
Township 3	4 North, Ra	nge 8 West o	f the 2nd Pa	👠 describe	d as commend	ing -
at a point	50 feet We	st of the So	utheast corn	er of the No	ortheas t Qua	arter,
which poin	t is on the	West right	of way line (of State Ro	ad No. 55; t	thence 👢
North 164.	4 feet; the	nce West 660	feet; thence	South 165	2 feet; the	ence East
660.08 fee	t, to the p	pint of beginden	nning, in Lai	ke County,	Indiana.	
			and the second s	_		
	If this	e Lake Co	e Schedule A an	nnexed hereto a	nd made a part	hereof.
1						
which has the ad	idress of	12828 Gran	t Street		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
0 a D			(Street) 46307			
Crown Poi	nt.	India	na 40307		("Property A	Address"):
P	(City)	A set = move -	(Zip Co	ode) (sbo	SAT 18	man manager
		14.				
		Half Control				

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 and warrant 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.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. Subject to paragraph 10, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, Lender will apply each of Borrower's regular monthly payments under the Note first to accrued and unpaid interest under the Note as if the payment is made on its due date, regardless of when the payment is actually received and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.
- 3. 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 on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

PAGE 1 of 6

Robert E. Sinchel
One Professional Cente, Moospaalina
Suite 308

Crown Point, IN 46307

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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 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.

4. 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 (but not exceeding the full replacement value of the buildings and improvements) 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 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. 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 paragraph 1 or change the amount of the payments. If under paragraph 17 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.

Application; Leaseholds; Condominiums; Planted Unit Preclopments. Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or onless 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 not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, 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 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.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. 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, paying insurance premiums, appearing in

court, paying reasonable attorney's fees to an attorney not a salaried employee of Lender and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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 rate then in effect under the Note as such rate may change from time to time if permitted by law or, if not, at the highest lawful rate and shall be payable, together with such interest, upon notice from Lender to Borrower requesting payment.

- 7. 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.
- 8. 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 and applied to the amount secured by this Security Instrument. Any excess will be paid to the persons legally entitled to it.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 paragraph 1 or change the amount of such payments.

- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extensions of the time for payment or modifications of amortization of the suris secured by this Security Instrument granted by Lender to Borrower or 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.
- 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 (B). 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 and warrant 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 any 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 and without thereby impairing that Borrower's obligations and liability hereunder.
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges 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. If a refund reduces principal, the reduction will be treated as a partial prepayment.
- 12. 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 12.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law, Indiana law and any local law that applies in the place 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.

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- 14. Borrower's Copy. Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.
- 15. 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 12 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.
- 16. 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 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, lead-based paint, kerosene, other flammable or toxic petroteum products, toxic pesticides and herbicides, volatile solvents, materials containing aspessos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

The Lake County Recorder!

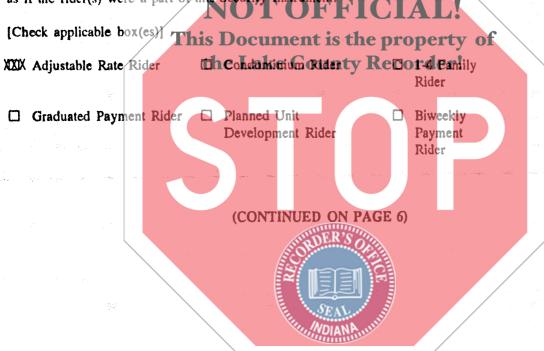
17. Lender's Rights if Borrower Fails to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D) or (E) of this paragraph 17 shall occur, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment In Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited at prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes reasonable attorney's fees paid to an attorney not a salaried employee of Lender and costs of title evidence permitted by Rules of Court, and reasonable attorney's fees paid to an attorney not a salaried employee of Lender for bankruptcy proceedings (including efforts to modify or weather any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (E) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

- 18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 or abandonment of Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees paid to an attorney not a salaried employee of Lender, and then to the sums secured by this Security Instrument. Lender and any receiver shall be liable to account only for those rents actually received.
- 19. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.
- 21. Waivers. Borrower waives all rights of dower in, and statutory redemption of, the Property and all right of valuation and appraisement of the Property.
- 22. 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.



Other(s) [(specify]	Rate Improvement Rider	Second Home Rider	
BY SIGNING BELO	W, Borrower (A) accepts and	agrees to the terms and covena	nts contained in this
curity Instrument and in a eipt, without charge, of a	ny rider(s) executed by Borro true copy of this Security In	ower and recorded with it, and astrument.	(B) acknowledges
•			
		TrichellB	Borrower (Seal)
		MICHAEL R. BIXEMAN	portowet
		Typed	
	(Ciptho a	Bijh Marseal)
	^		bouomet
		CYNTHIA A. BIXEMAN Typed	
		Typed	
			Borrower (Seal)
	Docume	ent is	portower
	NOT OFF	Typed A	
Th	is Document is th		(Seal)
	the Lake County		Borrower
		Typed	
ATE OF INDIANA			
DUNTY OF LAKE) ss:		
Before me, a Nota November		R. Bixeman and Cynthi	
	acknowledged the exec	ution of the foregoing Mortga	ge,
Witness my hand an	d Notarial Seal the day and	year last above written.	and the same
	JEAL MOIANA	Signature Solet E	trethe
		Typed Robert E. Stoch	
			ry Public
y commission expires			, แล้ว
1/4/98			A System of the Control of the Contr
1/4/30			

After Recording This Mortgage To Be Returned To:

Centennial Mortgage Company a Division of Superior Bank FSB 135 Chestnut Ridge Road Montvale, NJ 07645 Attn: Recorded Documents Dept.

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of November 19 95, and is
incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the
Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate
Note (the "Note") to Centennial Mortgage Company. A Division of Superior Bank FSR (the "Lender")
of the same date and covering the property described in the Security Instrument and located at: 12828 Grant Street, Crown Point, Indiana 46307
12828 Grant Street, Crown Point, Indiana 46307

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.75 % (the "Initial Rate"). The Note provides for changes in the interest rate and the monthly payments as follows:

This Note is not payable in installments of equal amounts. Larger installments may be due as provided herein. The interest rate in effect on the date of this Note ("Initial Rate") is 8.75 % per year, which, except for any odd days' interest, will be applied to a 360 day year consisting of 12 months with 30 days each.

The interest late i will pay may change on the first day of ty December, 19 98 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519). The "Current Index" is the most recent Index value available as of the date forty-five (45) days before each Change Date if such date falls on a Wednesday or, if such date does not fall on a Wednesday, then the "Current Index" is the most recent Index value available as of the Wednesday immediately preceding the date forty-five (45) days before each Change Date. Before each Change Date the Note Holder will calculate the new interest rate, which, except for any odd days' interest upon prepayment in full, will be applied to a 360 day year consisting of 12 oranths with 30 days each, by adding 2.95 percentage points ("the Margin") to the Current Index. When a new rate is determined, the rate will be rounded off to the nearest 1/8%. The Note Holder will then determine the amount of the level monthly payment that will be sufficient to repay the then unpaid principal in full by the maturity date of this Note, assuming that all delinquent payments are made and that all future payments are made when due.

At the first Change Date, the interest rate will not be increased to more than two (2) percentage points higher than the Initial Rate and, at all subsequent Change Dates, the interest rate will never be increased or decreased on any single Change Date by more than two (2) percentage points from the rate of interest charged during the preceding twelve (12) months. The interest rate will never be greater than 14.75 percent per year, nor, with the possible exception of the Initial Note Rate, will it ever be less than the rate in effect immediately following the first Change Date during the entire term of this loan and at no time during the term of this loan will the rate be increased above the rate permitted by law. The new interest rate will become effective on the Change Date. The new monthly payment will begin on the first monthly payment date after the Change Date and will remain in effect until the monthly payment changes again. The Note Holder will deliver by mail to me a notice of any change in the interest rate and the amount of the new monthly payment at least twenty-five (25) days before the effective date of any payment change. The notice will include information required by law and possibly certain other information as well.

Except in the case of a Current Index and Margin less than the rate in effect immediately following the first Change Date and subject to the 2 percentage point limitation on rate changes described above, rate decreases will be mandatory upon decreases in the Index determined on Change Dates, but rate increases based upon increases in the Index will be optional with the Note Holder. However, the fact that the Note Holder may not have made a permissible increase in whole or in part will not be considered a waiver of the Note Holder's right subsequently to make any other permissible increase within the limits stated in this Section 4.

Adjustments in the rate will be given effect by changing the dollar amounts of remaining equal monthly installments so that the total amount due under this Note will, if all delinquent payments are made and all future payments are made when due, be paid by the original maturity date of this Note. As stated in Section 2, however, interest will accrue until payment in full is actually made.

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

Michael R. Bixeman Borrower

Cynthia A. Bixeman Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

