

RELEASE OF DEED OF TRUST LIEN

SC 2385995 Alliss

by Roosevelt Bank

0493805 APA

Chicago Title Insurance Company

ROOSEVELT BANK,

acknowledges receipt of payment in full of the

Note described in the Deed of Trust dated February 1 1997 in the amount of \$ 136,800.00

executed by Dennis R. Alliss and Kara D. Alliss, husband and wife

to Castle Mortgage, Inc

filed for record in the office of the Recorder of Deeds of Lake County, State of Indiana

in book Document No. , page 97007679 and hereby releases such lien, the property being released is more particularly

described as follows:

See attached exhibit "A"

Executed: September 30, 1997

ROOSEVELT BANK,

(Corporate Seal)

By

Assistant Vice President
Charles Morton

97069240

Attest

Assistant Vice President Secretary
Marla Kay Snead

STATE OF MISSOURI

: ss.

County of Vernon) Before me, the undersigned authority on this day personally appeared

Charles Morton , known to me to be the person whose name is subscribed to the foregoing

instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as a

deed of the ROOSEVELT BANK.

Given under my hand and seal of office, this, the 30th day of September 19 97

JUDY E. GERSTER
Notary Public - Notary Seal
STATE OF MISSOURI
Vernon County
My Commission Expires: Mar. 1, 2000

Notary Public in and for Vernon County, Missouri
Judy E Gerster

My commission expires

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
97 OCT 10 PM 1:11
MORRIS W. CARTER
RECORDER

IN THE RECORDER'S OFFICE

STATE OF)

: ss

COUNTY OF) I, , hereby certify

that the within instrument was duly filed for record in my office at o'clock minutes, M. this date and s

recorded in Book , page

Witness my hand and official seal this day of , 19

Recorder of Deeds

By Deputy

1900
OK
Su

EXHIBIT A

PARCEL 1: PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 16 WHICH IS 2,088.58 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 90 DEGREES WEST 398.85 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 60 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 90 DEGREES EAST 321.40 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HELENA DRIVE; THENCE NORTH 58 DEGREES 51 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF HELENA DRIVE AND THE EXTENSION THEREOF, 200 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 2: PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15 AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, DESCRIBED IN ONE TRACT AS FOLLOWS: BEGINNING AT A POINT 1838.58 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 90 DEGREES EAST 790.23 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 30 SECONDS WEST 918.82 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 31 DEGREES 08 MINUTES 30 SECONDS EAST 155 FEET; THENCE NORTH 58 DEGREES 51 MINUTES 30 SECONDS WEST TO THE EASTERLY LINE OF A CREEK OR DRAIN, AS ESTABLISHED ON MAY 12, 1953; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE, TO A POINT ON THE SOUTHERLY LINE, EXTENDED WESTERLY, OF HELENA DRIVE, AS ESTABLISHED BY DECLARATORY RESOLUTION NO. 405 OF THE TOWN OF SCHERERVILLE, RECORDED JULY 10, 1965 IN MISCELLANEOUS RECORD 924, PAGE 82; THENCE SOUTHEASTERLY ALONG THE EXTENSION OF THE SOUTHERLY LINE OF HELENA DRIVE, TO A POINT ON A LINE WHICH BEARS SOUTH 31 DEGREES 08 MINUTES 30 SECONDS WEST FROM THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 31 DEGREES 08 MINUTES 30 SECONDS EAST 185 FEET TO THE POINT OF BEGINNING.



ADJUSTABLE RATE NOTE
(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THIS NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

February 1st, 1997 Oak Brook Illinois

DATE

20 West Parkway Drive, Schererville, Indiana 46375

PROPERTY ADDRESS

CITY

STATE

ZIP CODE

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 136,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Castle Mortgage, Inc. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.00%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

The rate of interest that I pay will not be increased or decreased by more than 2.00%

on any single Change Date, as the term is defined in paragraph 4(A) below, from the rate of interest I have been paying.

The rate of interest that I pay may never be increased or decreased more than 6.00%

above or below the interest rate set out above in this Section 2.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on March 1, 1997

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 1st, 2027

I still owe amounts under this Note, I will pay those amounts in full on that date, which is

called the "Maturity Date".

I will make my monthly payments at 1315 West 22nd Street, Oak Brook, Illinois 60521

, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my monthly payments will be in the amount of U.S. \$ 820.19. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February 1998, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three Quarters

percentage points (2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount, subject to the limitation set out in Section 2 above, will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payments changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly

DR. A
KDA.

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the thirtieth month from the date of the Note and ending on the last day of the thirty-ninth month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ **250.00**; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the next Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

7. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

8. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.00** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Priority Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also

*W.R.A.
K.O.A.*

obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of this Note, Uniform Covenant 17 of the Security Instrument is described as follows:

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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.

13. NO ORAL CHANGES

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (Borrower(s)) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Borrower

Dennis R. Alliss

Borrower

Borrower

Kara D. Alliss

Borrower