

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98070893

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MORRIS W. CANTER
RECORDER

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MORTGAGE

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the Lake County Recorder

THIS MORTGAGE ("Security Instrument") is given on September 2, 1998 . The mortgagor is John Gelon, Gina Gelon and F/k/a Gina Alitto, Joint Tenants W/R/O Survivorship

STOP

("Borrower"). This Security Instrument is given to Citizens Financial Services, FSB which is organized and existing under the laws of the United States of America , and whose address is 707 Ridge Road, Munster, IN 46321 ("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Five Thousand and no/100

Dollars (U.S. \$ 165,000.00). 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 October 1, 2028 . 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,

INDIANA-Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

Form 3015 9/90 Amended 5/91

Page 1 of 7

ELF-6R(IN) (9607)

ELECTRONIC LASER FORMS, INC. - (800) 327-0545

Initials: _____

220006

TICOR TITLE INSURANCE
Crown Point, Indiana

Return: CFS
5311 Holman
Ave.

300
to
su

Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lake County, Indiana:
Lot 27, except the South 125 feet (as measured parallel to the South line thereof), in Lakewood Estates, Unit 3, as per plat thereof, recorded in Plat Book 64 page 49, in the Office of the Recorder of Lake County, Indiana.

which has the address of Lot 27, Lakewood Estates, Lowell [Street, City],
Indiana 46356 [Zip Code] ("Property Address");

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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 a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an 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. Section 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.

Form 3015 9/90

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 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 a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law applies 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 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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent

Form 3015 9/90

shall not be unreasonably withheld, or unless extenuating circumstances exists 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 a 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 of 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 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 or Lender's rights in 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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the

Form 3015 9/90

as applicable law may specify for reinstatement) before sale of 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 the 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.

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)]

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> One or Multi Unit Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Construction Loan Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Other(s) | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input checked="" type="checkbox"/> Rider to Delete and Substitute Security Instrument Covenants | |

Form 3015 9/90

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 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 the 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 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 loan 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 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 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

Form 3015 9/90

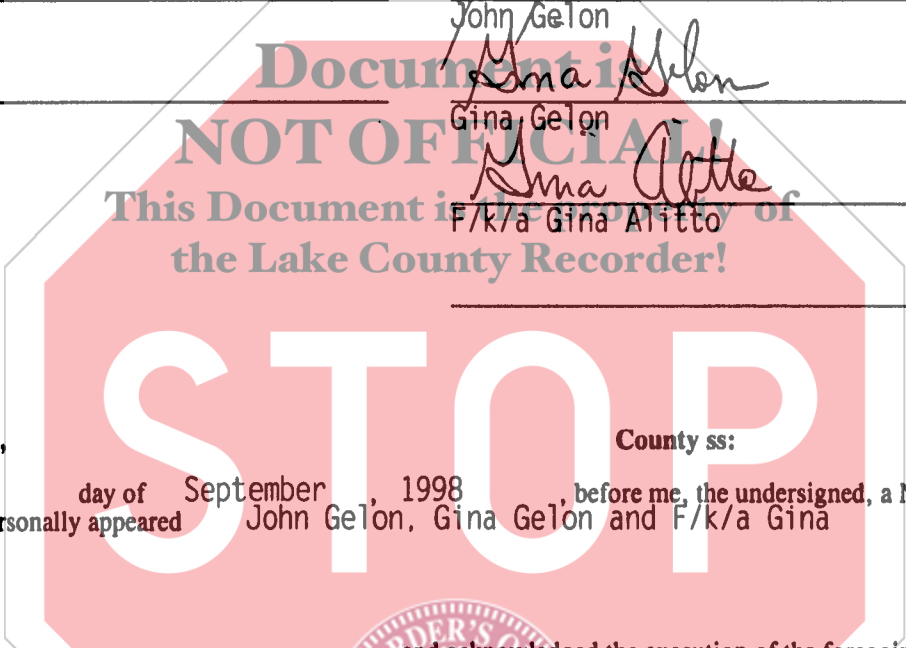
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

John Gelon (Seal)
John Gelon -Borrower

Gina Gelon (Seal)
Gina Gelon -Borrower

F/k/a Gina Alitto (Seal)
F/k/a Gina Alitto -Borrower

(Seal)
-Borrower



STATE OF INDIANA,

County ss:

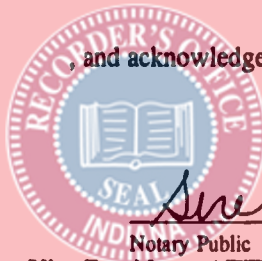
On this 2nd day of September, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared John Gelon, Gina Gelon and F/k/a Gina Alitto

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

County of Residence: *Lake*

My Commission Expires: *02-23-2008*



Notary Public

Sherry W. Kimble
Sherry W. Kimble

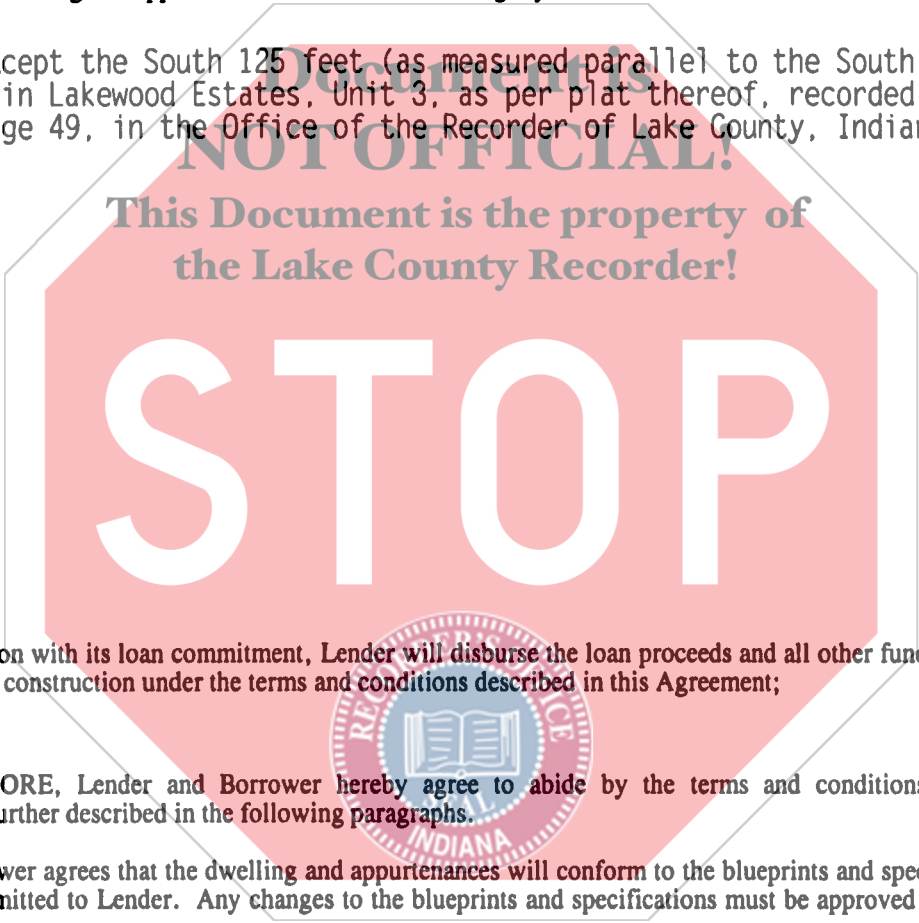
This instrument was prepared by: Brian L. Goins, Vice President, ATTY # 8616-45
CITIZENS FINANCIAL SERVICES, FSB
707 RIDGE ROAD
MUNSTER, INDIANA 46321

CONSTRUCTION LOAN AGREEMENT

This Construction Loan Agreement (Agreement) is made this 2nd day of September 1998 between Citizens Financial Services, FSB (Lender) and John Gelon, Gina Gelon and F/k/a Gina Alitto (Borrower).

WHEREAS, Lender has approved a construction-permanent mortgage loan as described in Lender's loan commitment of July 9, 1998 in the amount of One Hundred Sixty Five Thousand Dollars and no/100 U.S. \$165,000.00 for the purpose of constructing a dwelling and appurtenances on the real estate legally described as follows:

Lot 27, except the South 125 feet (as measured parallel to the South line thereof), in Lakewood Estates, Unit 3, as per plat thereof, recorded in Plat Book 64 page 49, in the Office of the Recorder of Lake County, Indiana.



and in connection with its loan commitment, Lender will disburse the loan proceeds and all other funds needed to complete the construction under the terms and conditions described in this Agreement;

THEREFORE, Lender and Borrower hereby agree to abide by the terms and conditions of this Agreement as further described in the following paragraphs.

1. Borrower agrees that the dwelling and appurtenances will conform to the blueprints and specifications previously submitted to Lender. Any changes to the blueprints and specifications must be approved in writing by Lender.

2. Prior to the first disbursement, Borrower will deposit in a construction loan account with Lender the sum of \$101,825.00 * which is the difference between the contract price and the net loan proceeds. The contract price is the total of the cost of construction and any unpaid balance due on the land. If Borrower presents either partial or final waivers of lien evidencing previous payments for completed work, Lender will reduce the sum of such deposit proportionally. Borrower agrees to further deposit with Lender, a sum sufficient to cover the cost of any extra items not included in the original cost estimate.

*estimate

8

3. The funds deposited in the construction loan account will be disbursed by Lender before the net loan proceeds. If at any time during the construction Lender determines that the net loan proceeds plus the funds in the construction loan account are insufficient to pay in full the cost of construction, or if the contractor, or any sub-contractor, defaults in the performance of the contract, then in either event, upon demand by Lender, Borrower will immediately take whatever action is necessary to complete the construction within the approved construction period and deposit in the construction loan account any additional funds to complete the construction.

4. Borrower agrees to substantially complete the construction of the dwelling and appurtenances in accordance with the blueprints and specifications previously submitted to Lender, free from all mechanics' liens and any claims which may become liens, in compliance with municipal and/or county building codes and zoning ordinances, and at a cost not less than the original cost estimate plus the cost of any extra items within 6 months from the date of this Agreement. Borrower will also ensure that satisfactory progress is maintained during the construction period.

5. Lender will make disbursements after receiving the following: (1) evidence that its mortgage has first lien priority; (2) a Sworn Construction Statement properly executed by the contractor and notarized indicating the amount and to whom disbursement will be made; (3) a Payout Authorization signed by Borrower authorizing the disbursement by Lender; (4) an inspection report verifying completion to date in a professional manner; (5) final or parital waivers of lien for work and materials furnished and paid for prior to the date of disbursement; and (6) the Inspection/Disbursement Fee of \$250.00

6. Borrower agrees to provide evidence of a Builder's Risk Insurance Policy during construction for an amount equal to the cost of construction or Lender's loan amount whichever is greater from an insurance company acceptable to Lender. Such policy must contain a mortgage clause in favor of Lender and the original policy and receipt for the premium payment must be presented to Lender prior to the first disbursement.

7. Borrower agrees to protect the mortgaged real estate against mechanics' liens and claims which may become liens; and should any lien be filed, Borrower will immediately take whatever action is necessary to satisfy the lien and release it from public records. Borrower will immediately notify Lender of any notice that may be served on Borrower by the contractor, any sub-contractor, or any material supplier of their intention to file a lien upon the premises. If Borrower desires to contest the validity of such lien, Borrower will deposit with Lender, immediately, a sum sufficient, as determined by Lender, to satisfy the lien and release it from public records plus interest, court costs and attorney fees, provided the construction will continue without delay. Any action taken by Borrower against the contractor, any sub-contractor or any material supplier will not extend the construction period unless approved in writing by Lender.

8. Lender shall not be obligated to make any disbursement until Lender receives a survey prepared by a registered or licensed surveyor showing that the dwelling and appurtenances are located in full compliance with all municipal and/or county building restrictions and the location of all easements affecting the site. If the survey discloses any violations of building restrictions or any encroachments, Lender will not make any disbursement until the violation or encroachment is corrected.

9. Borrower shall permit access by Lender, or its agent, to the premises at all times during construction. Upon receipt of written notice from Lender of noncompliance with the blueprints and specification, Borrower shall immediately take whatever action is necessary to correct the work and to ensure that all remaining construction will comply with the blueprints and specifications. Failure by Lender to give written notice of noncompliance to Borrower shall not be construed as a waiver of any noncompliance.

10. The funds deposited in the construction loan account and the net loan proceeds will be disbursed by the Lender according to the method checked below:

periodic draws in accordance with the requirements stated in paragraph 5 of this Agreement, provided, however, each payment shall not exceed the amount due the respective contractors as stated on the Sworn Construction Statement.

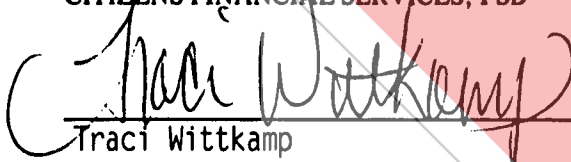
100% of the construction cost upon the full completion of construction in a workmanlike manner and issuance of occupancy permit.

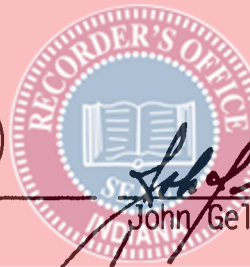
11. Borrower acknowledges that the Lender's rights hereunder to require copies of building permits, occupancy permits, waivers of lien, blueprints, inspection reports, or any other documents prior to any disbursement are for the Lender's sole benefit. Borrower further acknowledges Borrower is not relying upon any inspections made by Lender or its agents. Borrower acknowledges that Lender is not obligated to Borrower, nor is Borrower relying on Lender, to obtain any documentation on behalf of the Borrower prior to disbursement.

12. In the event of a default by Borrower of any of the terms and conditions of this Agreement, Lender may, at its option: (1) declare all sums previously disbursed to be immediately due and payable in full plus interest at the rate stated in Borrower's note and all reasonable expenses, including but not limited to attorney fees, court costs, and title fee; (2) may, without consent of Borrower, complete the construction using the funds deposited in the construction loan account and the net loan proceeds plus any reasonable advances made by Lender which Borrower agrees to repay with interest at the rate stated in Borrower's note, and such sums advanced together with interest will be secured by the mortgage; and (3) if no disbursements were made, refuse to make any disbursements and declare the mortgage loan canceled.

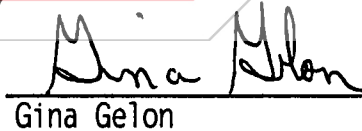
BY SIGNING BELOW, Lender and Borrower hereby agree to abide by the terms and conditions of this Agreement.

CITIZENS FINANCIAL SERVICES, FSB


Traci Wittkamp




John Gelon


Gina Gelon


F/k/a Gina Alitto

RIDER TO DELETE AND SUBSTITUTE SECURITY INSTRUMENT COVENANTS

This RIDER TO DELETE AND SUBSTITUTE SECURITY INSTRUMENT COVENANTS is made this *2nd* day of *September 1998*, and is incorporated into and shall be deemed to delete and substitute a portion of Uniform Covenant 6 and all of the Non-Uniform Covenant 22 of the Security Instrument of the same date given by the undersigned (*Borrower*) to secure *Borrower's* Note to CITIZENS FINANCIAL SERVICES, FSB (*Lender*) of the same date and covering the property described in the Security Instrument and located at:

*Lot 27, Lakewood Estates
Lowell, IN 46356*


NOT OFFICIAL!
This document is the property of
the Lake County Recorder!

In addition to the uniform and non-uniform covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree: (1) to delete the first sentence of Uniform Covenant 6 entitled Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, and substitute the following: "Borrower or approved family member shall occupy, establish, and use the Property as their principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as their principal residence after the date of occupancy, unless Lender otherwise agrees in writing, or unless extenuating circumstances exist which are beyond their control," and (2) to delete Non-Uniform Covenant 22, entitled Release, and substitute the following: "Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay Lender for expenses incurred in releasing the Security Instrument, including, but not limited to, preparation of payoff statements, preparation of and processing of Satisfaction of Mortgage and recordation or filing fees."



John Gelon

(Seal)



Gina Gelon

(Seal)



F/k/a Gina Alitto

(Seal)

(Seal)

CONSTRUCTION LOAN RIDER

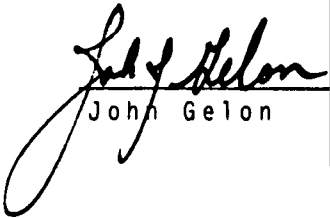
This Construction Loan Rider ("Rider") is made September 2, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the undersigned ("Borrower") to **CITIZENS FINANCIAL SERVICES, FSB** ("Lender") covering the real estate described in the Security Instrument and which has the address of:

Lot 27, Lakewood Estates, Lowell, IN 46356
("Property")

In addition to the terms and covenants made in the Security Instrument, the Security Instrument further secures to Lender the performance of the terms and conditions contained in a Construction Loan Agreement ("Agreement") between Lender and Borrower dated September 2, 1998, which is hereby incorporated by reference in and made a part of the Security Instrument.

All disbursements made by Lender pursuant to the Agreement shall be the indebtedness of the Borrower secured by the Security Instrument. All sums disbursed by Lender prior to completion of the improvements to protect the security of the Security Instrument shall be treated as disbursements pursuant to the Agreement. All such sums shall bear interest from the date of disbursement at the interest rate stated in Borrower's note. In the event of default by Borrower of any of the terms and conditions of the Agreement, Lender may, at its option, exercise its rights as provided in paragraph 11 of the Agreement.

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


John Gelon

Borrower


Gina Gelon

Borrower




f/k/a Gina Alitto

Borrower

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Adjustable Rate Loan Rider ("Rider") is made this 2nd day of September 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Citizens Financial Services, FSB ("Lender") of the same date ("Note") and covering the property described in the Security Instrument and which has the address of Lot 27, Lakewood Estates, Lowell, IN 46356

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of 6.150%. The Note interest rate may be increased or decreased on the first day of the month beginning on October 1999 and on that day of the month every twelve (12) months thereafter. Each date on which the interest rate may change will be called a "Change Date".

Interest only will be payable monthly on the outstanding principal balance beginning on the first day of the month following the first disbursement of the loan proceeds and continuing on the first day of each month thereafter until the first day of April 1999. Beginning May 1, 1999, monthly principal and interest payments will remain fixed at the Initial Interest Rate of 8.000% until the first Change Date. On the first Change Date and all Change Dates thereafter, payment changes will correspond to the interest rate changes to amortize the principal balance over the remaining term.

Changes in the interest rate will be based on changes in an interest rate index. The Index is The Monthly Average Yield on United States Treasury Securities adjusted to a constant maturity of one year.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.250% to the Current Index. The Current Index figure is the most recent Index figure available at least 30 but not more than 45 days prior to each Change Date. The Note Holder will round the new interest rate to the nearest one-eighth of one percentage point.

The interest rate will not be changed by more than two (2) percentage points on any Change Date. The maximum interest rate ("Ceiling") charged will not be more than 12.150%. The Note Holder will adjust the new interest rate so that the change in the interest rate will not be more than those limits.

B. LOAN CHARGES

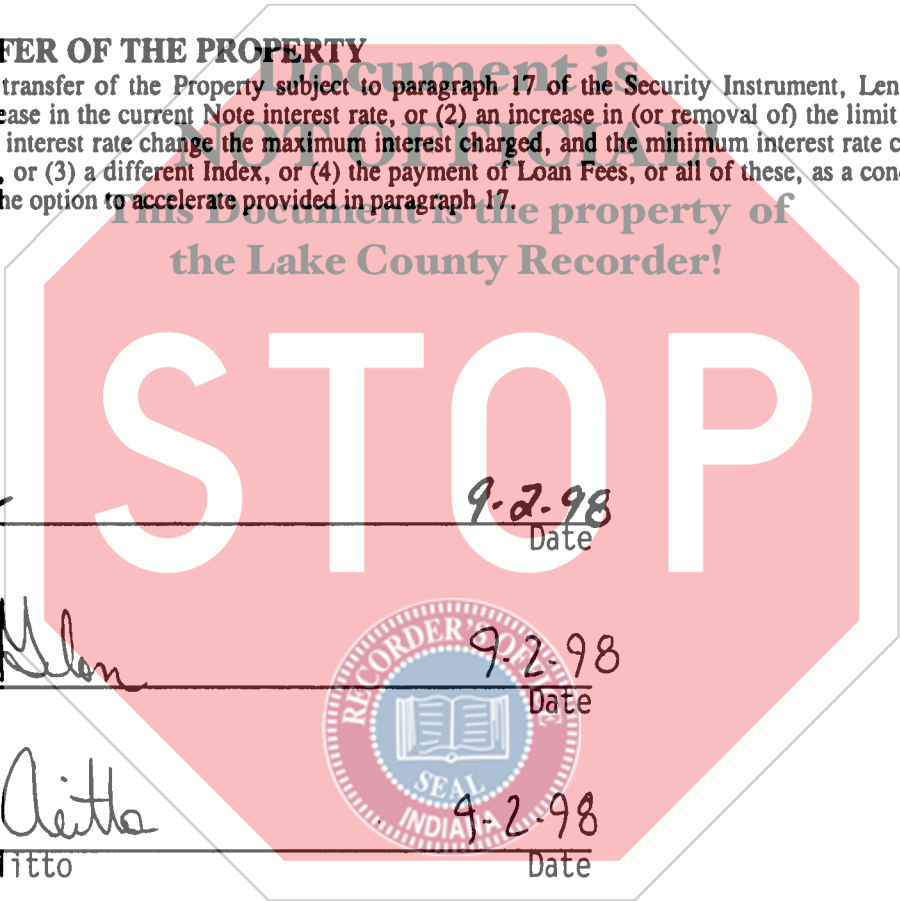
It could be that the loan secured by the Security Instrument is subject to law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then : (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change the maximum interest charged, and the minimum interest rate charged (if there is a limit), or (3) a different Index, or (4) the payment of Loan Fees, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.



John Gelon
John Gelon

9-2-98
Date

Gina Gelon
Gina Gelon

9-2-98
Date

Gina Alitto
F/k/a Gina Alitto

9-2-98
Date

1.24.