

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045454

2002 MAY 15 AM 9:31

MORRIS W. CARTER
RECORDER

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MORTGAGE**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 9, 2002, together with all Riders to this document.

(B) "Borrower" is MARK A. SNEDDEN AND MAUREEN E. SNEDDEN, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is SAND RIDGE BANK. Lender is a CORPORATION organized and existing under the laws of THE STATE OF INDIANA. Lender's address is P.O. BOX 1929, HIGHLAND, IN 46322.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MAY 9, 2002. The Note states that Borrower owes Lender SIX HUNDRED SEVENTY THOUSAND AND NO/100* * * * * Dollars (U.S. \$ 670,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2032.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider
 Balloon Rider
 1-4 Family Rider

Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider

Second Home Rider
 Other(s) [specify] _____

INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000
 ref: 1/2001

(page 1 of 11 pages)



Form 3015 1/01



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RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLEACMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE PROPERTY.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL LEASEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLEACMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE PROPERTY.

MONSTER.....
MONTICELLO, IOWA
which currently has the address of 1849 ADA LANE
[Street]
[City]
[Zip Code]

LOT 8 IN HILL AND VALE ESTATES BAKER ADDITION, TO THE TOWN OF MONSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88, PAGE 91, IN LAKE COUNTY, INDIANA

THIS SECURITY INSTRUMENT SECURES TO LENDER: (1) THE REPAYMENT OF THE LOAN, AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS OF THE NOTE; AND (2) THE PERFORMANCE OF BORROWER'S COVENANTS AND AGREEMENTS UNDER THIS SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BORROWER DOES HEREBY MORTGAGE, GRANT AND CONVEY TO LENDER AND LENDER'S SUCCESSORS AND ASSIGNS THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, INDIANA.

(P) "SUCCESSOR IN INTEREST OF BORROWER" MEANS ANY PARTY THAT HAS TAKEN TITLE TO THE PROPERTY, WHETHER OR NOT THAT PARTY HAS ASSUMED BORROWER'S OBLIGATIONS UNDER THE NOTE AND/OR THIS SECURITY INSTRUMENT; (Q) "REGULATION X" MEANS THE REAL ESTATE SETTLEMENT PROCEDURES ACT (12 U.S.C. §2601 ET SEQ.) AND ITS IMPLEMENTING REGULATION, REGULATION X (24 C.F.R. Part 3500), AS THEY MIGHT BE AMENDED FROM TIME TO TIME, OR ANY ADDITIONAL OR SUCCESSOR REGULATION OR REGULATION OF THE SAME SUBJECT MATTER. AS USED IN THIS SECURITY INSTRUMENT, "RESPA" REFERS TO ALL REQUIREMENTS AND RESTRICTIONS THAT ARE IMPOSED IN REGARD TO A "FEDERAL MORTGAGE LOAN" UNDER RESPA; "RESPA" LEGISLATION OR REGULATION THAT GOVERNS THE SAME SUBJECT MATTER. AS USED IN THIS SECURITY INSTRUMENT, "RESPA" REFERS TO THE LOAN DOES NOT QUALIFY AS A "FEDERAL MORTGAGE LOAN" UNDER RESPA.

(N) "PERIODIC PAYMENT" MEANS THE REGULARLY SCHEDULED AMOUNT DUE FOR (I) PRINCIPAL AND INTEREST UNDER THE NOTE, PLUS (II) ANY AMOUNTS UNDER SECTION 3 OF THIS SECURITY INSTRUMENT. (M) "MORTGAGE INSURANCE" MEANS INSURANCE PROTECTING LENDER AGAINST THE NONPAYMENT OF, OR DEFAULT ON, THE LOAN.

(L) "MISCELLANEOUS PROCEEDS" MEANS ANY COMPENSATION, SETTLEMENT, AWARD OF DAMAGES, OR PROCEEDS PAID BY ANY THIRD PARTY (OTHER THAN INSURANCE) TO ALL OR OTHER TAKING OF ALL OR ANY PART OF THE PROPERTY; (I) DAMAGE TO, OR DESTRUCTION OF, THE PROPERTY; (II) CONDEMNAION OR OTHER TAKING OF ALL OR ANY PART OF THE PROPERTY; (III) CONVEYANCE IN LIEU OF CONDEMNAION; OR (IV) MISREPRESENTATIONS OF, OR OMISSIONS AS TO, THE VALUE AND/OR CONDITION OF THE PROPERTY.

(K) "SECROW ITEMS" MEANS THOSE ITEMS THAT ARE DESCRIBED IN SECTION 3. (J) "ELECTRONIC FUNDS TRANSFER" MEANS ANY TRANSFER OF FUNDS, OTHER THAN A TRANSACTION ORIGINATED BY SIMILAR PAPER INSTRUMENT, WHICH IS INITIATED THROUGH AN ELECTRONIC TERMINAL, TELEPHONE, COMPUTER, OR MAGNETIC TAPE SO AS TO ORDER, INSTRUCT, OR AUTHORIZE A FINANCIAL INSTITUTION TO DEBIT OR CREDIT AN ACCOUNT, OR THAT ARE IMPOSED ON BORROWER OR THE PROPERTY BY A CONDOMINIUM ASSOCIATION, HOMEOWNERS ASSOCIATION OR SIMILAR ORGANIZATION.

(I) "COMMUNITY ASSOCIATION DUES, FEES, AND ASSESSMENTS" MEANS ALL DUES, FEES, ASSESSMENTS AND OTHER CHARGES ADMISTRAIVE RULES AND ORDERS (THAT HAVE THE EFFECT OF LAW) AS WELL AS ALL APPLICABLE FINAL, NON-APPEALABLE JUDICIAL OPINIONS.

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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for

INDIANA—Single Family Mortgage Mac UNIFORM INSTRUMENT

Form 3015 1/01

[Signature] *M* *E* *J*

connection with the review of any flood zone determination resulting from an objection by Borrower.

Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in remapping or similar changes occurring which reasonably might affect such determination or certification. Borrower shall be responsible for similar charges occurring determination and certification services and subsequent charges each time one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination, certification and tracking services; or (b) a loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a loan which shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this provision, the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's carrier, requires pursuant to the amounts (including deductible levels) and for periods that Lender requires. What Lender maintains, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be including, but not limited to, hazards included within the term "extended coverage," and any other hazards property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards provided by Lender in connection with this loan.

5. Property Insurance. Borrower shall keep the insurance or hereafter erected on the service used by Lender to pay a one-time charge for a real estate tax verification and/or reporting service required by Lender in connection with this loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this loan.

Section 4. Which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this instrument. If Lender determines that any part of the property is subject to a lien which can attach priority over securites from the holder of the lien in those proceedings, but only until such proceedings are concluded; or (c) enforcement of the lien while those proceedings which in Lender's opinion operate to prevent the defrauds against enforcement of the lien in, legal proceedings such as garnishments, (b) consents the lien in good faith by, or Lender, but only so long as Borrower is performing such agreement by the lien in a manner acceptable to Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in the manner provided in this security instrument unless Borrower any funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, fees, and assessments, charges, fines, and impositions attributable to the property which can attach priority over this security instrument, lessheld payments or ground rents on the property, if any. To the extent that these items are Escrow Items, Borrower shall pay all sums secured by this section 3.

Upon payment in full of all sums secured by this section 3, Lender shall promptly refund to Borrower any funds held by Lender.

If there is a surplus of funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds held in accordance with RESPA. If there is a shortage of funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of funds held in escrow, as defined under RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the deficiency of funds held in escrow, as defined under RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the deficiency of funds held in escrow, as defined under RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the deficiency of funds held in escrow, as defined under RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments.

Without charge, an annual accounting of the funds as required by RESPA, and Lender can agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower and Lender can agree in writing, however, that interest shall be paid on the funds. Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments.

If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrument, or entity (including Lender, if Lender is in an institution whose deposits are insured by a federal agency, instrument, or bank). Lender shall apply the funds to pay the escrow items no later than the time specified under RESPA. Lender shall 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. Unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge, an annual accounting of the funds as required by RESPA.

For the excess funds in accordance with RESPA, Lender shall account to Borrower for the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If the shortage in accordance with RESPA, Lender shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this section 3, Lender shall promptly refund to Borrower any funds held by Lender.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. 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 one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from or As a result of these agreements, Lender, any purchaser of Borrower's payments for Mortgage Insurance, in exchange for sharing or

These agreements that are satisfied by the mortgage insurer to make payments using any source of funds that derive from or another insurer, any other

and conditions that are satisfied by their risk, or reduce losses. These agreements are on terms

into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms

Mortgage insurance evaluates their total risk on all such insurance in force from time to time, and may enter

if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurance reemburses Lender (or any entity that purchases the Note) for certain losses it may incur

provided in the Note.

any writing in this Section 10 affects Borrower's obligation to pay interest at the rate

provided by Applicable Law. Nothing in this Section 10 affords Borrower's obligation to pay interest until termination of the note

any written agreement between Borrower and Lender providing for such termination or until termination with

any non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with

Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to

make the Loan and Borrower was required to make separately designated payments toward the premiums for

payments toward the premiums for Mortgage Insurance. If Lender separately designated

by an insurer selected by Lender again becomes available, and Lender requires separately provided

reserves payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided

not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss

reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall

accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss

separately designed payments that were due when the insurance ceased to be in effect. Lender will

equivalent Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially

Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the

for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to

provided such insurance and Borrower was required to make separately designated payments toward the premiums

Mortgage Insurance coverage by Lender ceases to be available from the previous

Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the

10. **Mortgage Insurance.** If Lender under this Section 9 shall become additional debt of Borrower secured by

the merger in writing.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If

the Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to

be payable, with such interest, upon notice from Lender to Borrower requesting payment.

this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall

be paid to Lender under this Section 9 shall become additional debt of Borrower secured by

under this Section 9.

If this Security Instrument to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized

or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any

water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on

limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain

instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not

(c) paying reasonable attorney fees to protect its interest in the Property and/or rights under this Security

(a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and

of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to:

interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value

abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's

which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

Instrument (such as a proceeding in bankruptcy, probate, for condonation or forfeiture, for enforcement of a lien

proceeding that might significantly affect Lender's interest in this Security Instrument, (b) there is a legal

Borrower fails to perform the covenants and agreements contained in this Security Instrument. If (a)

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process,

Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent

gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender

representations concerning Borrower's occupancy of the Property as Borrower's principal residence).

with material misleading, or inaccurate information or statements to Lender (or failed to provide Lender

representations concerning Borrower's knowledge or consent

gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender

representations concerning Borrower's knowledge or consent

gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender

representations concerning Borrower's knowledge or consent

modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of

“Property” means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests of the Property or a Beneficial Interest in Borrower. As used in this Section 18, “Interest in the Property” shall be given one copy of the Property, but not limited to, those beneficial interests of the Property or a Beneficial Interest in Borrower.

17. **Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. All rights and obligations under this Note shall be transferred to take any action. Plural and vice versa; and (c) the word “may” gives sole discretion without any obligation to take any action.

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neutral words or words of the feminine gender; (b) words in the singular shall mean and include plural and vice versa; and (c) the word “may” gives sole discretion without any obligation to take any action.

Security Instrument or the Note which can be given without the conflicting provisions of this Security Law, such conflict shall not affect other provisions of this Security Law.

Instrument or the Note which is also required under Applicable Law, such conflict shall not affect any provision of this Security Law.

Instrument as a provision against contract. In the event that any provision of this Security Law is construed as a provision against contract or it might be silent, but such silence shall not be explained by implication allowing the parties to agree by contract or in writing silent. Applicable Law might explain this Security Law and its subject to any requirements and limitations of Applicable Law. All rights and obligations contained in this Security Law are subject to the jurisdiction in which the Property is located. All rights and obligations contained in this Security Law are governed by the law of the state in which the Property is located. This Security Instrument shall be governed by general law and vice versa.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. All rights and obligations contained in this Security Law are governed by the law of the state in which the Property is located. This Security Instrument shall be governed by general law and vice versa.

Applicable Law requiring satisfaction of this Security Instrument is also required under Applicable Law, the instrument will satisfy the requirement under this Security Instrument.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

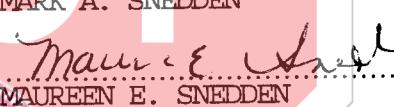
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


..... (Seal)
-Borrower


..... (Seal)
-Borrower



21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, or wastes by Environmental Law and the following substances volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and state laws of the jurisdiction where the property is located that relate to health, safety or removal of environmental pollutants, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Notice and opportunity to take corrective action given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective actions of this Section 20.

Section 22 and the notice of acceleration given to Borrower pursuant to cure given to Borrower pursuant to purposes of this paragraph. The notice of acceleration and opportunity to take corrective action given to be reasonable for period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time reasonable instrument, until such Borrower or Lender has notified the other party (with such notice given in SecuritY Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this SecuritY Instrument or the other party's actions pursuant to this SecuritY individual litigant or the member of a class) that arises from the other party's action (as either an individual litigant or Lender may commence, join, or be joined to any judicial action

Neither Borrower nor Lender may purchase unless provided by the Note purchaser.

Note, the mortgage loan servicer will remain with the Loan Servicer or be transferred to the successor to a successor Loan Servicer and are not assumed by the Note purchaser unless provided by the Note purchaser. If the Note is sold and thereafter the Note is serviced by a Loan Servicer other than the purchaser of the servicing. If the Note is a charge of the Note, there is a change of the Note, there is a change of the Note, the Note and any other information RESPA requires in connection with a transfer of the new Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Note, if there is a change of the Note, there is a change of the Note, the Note and any other instrument and performs other mortgage loans servicing payments should be one of more changes of the Note, this SecuritY instrument, and Applicable Law. There also might be one of more changes of the Note, the Note and this SecuritY instrument, and Applicable Law that collects periodic payments due under the Note, the Note might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under this SecuritY instrument, and Applicable Law without prior notice to Borrower. A sale together with this SecuritY instrument can be sold one or more times without prior notice to Borrower. A Note of Note; Change of Loan Servicer; Notice of Greviance. The Note or a partial interest in the

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance!** The Note or a partial interest in the

Section 18.

If no acceleration had occurred, however, this SecuritY instrument and obligations secured hereby shall remain fully effective as reinstatement by Borrower, this SecuritY instrument and obligations secured hereby shall remain upon transfer. Upon whose depositors are insured by a Federal agency, instrumentality or entity, or (d) Electronic Funds Transfer, Upon check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution and (d) takes such action as Lender may reasonably require to assure that Lender's interest in this SecuritY instrument, incurred for the purpose of protecting Lender's interest in the property and rights under this SecuritY instrument, including, but not limited to, reasonable attorney fees, property inspection and valuation fees, and other fees default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this SecuritY instrument, then would be due under this SecuritY instrument. Those conditions are that Borrower: (a) pays Lender all sums which judgment enforces this SecuritY instrument. That note specifies for the termination of Borrower's right to remit, or (c) entry of a period as Applicable Law might specify for the termination of Borrower's right to remit, or (b) such other period of five days before sale of this SecuritY instrument discontinued at any time prior to the earliest shall have the right to have enforcement of this SecuritY instrument without further notice of demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide expressation of this period, Lender may invoke any remedies permitted by this SecuritY instrument. If Borrower fails to pay these sums prior to the period of not less than 30 days from the date the notice is given in accordance with Section 15 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. If Borrower fails to pay these sums prior to the period of not less than 30 days from the date the notice is given in accordance with Section 15 within which a natural person and a beneficial interest in the property is sold or transferred (or if Borrower is not consent, Lender may require immediate payment in full of all sums secured by this SecuritY instrument. However, if Lender exercises this option, Lender not be exercised by Lender if such exercise is prohibited by Applicable Law.

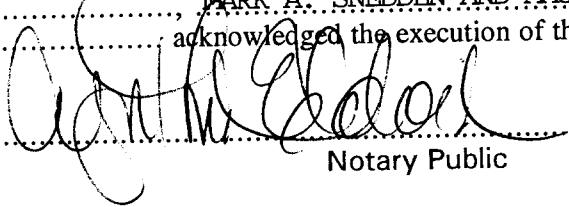
If all or any part of the property or any interest in the property is sold or transferred (or if Borrower is not

interest of which is the transfer of title by Borrower at a future date to a purchaser.

Interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the

[Space Below This Line For Acknowledgment]

STATE OF INDIANA, LAKE..... County ss:
Before me, a Notary Public this 9TH.....
day of MAY, 2002....., MARK A. SNEDDEN AND MAUREEN E.....
SNEDDEN, HUSBAND AND WIFE..... acknowledged the execution of the annexed mortgage.
WITNESS my hand and official seal.


Notary Public

My commission expires:

NOV 30, 2009

CYNTHIA E. COLVIN

Type or Print Name

Resident of LAKE..... PORTER..... County, Indiana

This instrument was prepared by:

WILLIAM M. WINTERHALER, SENIOR VICE PRESIDENT

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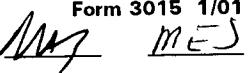
STOP



INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000

(page 11 of 11 pages)

Form 3015 1/01

MAY MES

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this9TH..... day ofMAY, 2002..... 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") toSAND RIDGE BANK, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, P.O. BOX 1929, HIGHLAND, IN 46322..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1849 ADA LANE, MUNSTER, IN 46321.....

[Property Address]

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.

ADDITIONAL COVENANTS. 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 PERIODIC PAYMENT CHANGES

The Note provides for an initial interest rate of6.250%. The Note provides for changes in the interest rate and the payments, as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled: (mark one):

I will make my periodic payments on the first day of each month beginning onJULY 1, 2002.....

I will make my periodic payments as follows:



MULTISTATE ADJUSTABLE RATE RIDER
Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000
ref: ADJ-NOTE

(page 1 of 3 pages)

MAS

MCJ

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Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000
(page 2 of 3 pages)

MAT

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.

Before each Change Date is called the "Current Index."

The most recent Index figure available as of the date 45 days

WEEKLY AVERAGE YIELD ON U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF ONE YEAR

is:

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" begins every month thereafter.

(B) The Index and on every thereafter.

The interest rate I will pay may change and on that day every 12TH month thereafter.

The interest rate I will pay may change on the first day of JUNE, 2007.

(A) Change Dates Each date on which my interest rate could change is called a "Change Date." (Mark one)

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

Changes in my periodic 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 periodic payment in accordance with Section 4 of the Note.

(D) Periodic Payment Changes

I will make my periodic payments at P.O. BOX 1929, HIGHLAND, IN 46322..... amounts in full on that date, which is called the "Maturity Date." My periodic payments will be applied to interest before Principal. If, on JUNE 1, 2032....., I still owe amounts under the Note, I will pay those amounts in full or at a different place if required by the Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. \$ 4,125.31..... This amount may change.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

In addition to the payments described above, I will pay a "Balloon Payment" of \$ on The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date it is due.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by
..... ADDING TWO AND 500/1000..... percentage points (..... 2.500 %) to the Current Index. The result of this calculation:

- will not be rounded off.
 will be rounded off by the Note Holder to the nearest 0.125. %.
 will be rounded off by the Note Holder up to the nearest %.
 will be rounded off by the Note Holder down to the nearest %.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic 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 periodic payment.

(D) Limits on Interest Rate Changes ** TWO AND NO/1000

My interest rate will never be increased or decreased on any single Change Date by more than ** percentage points from the rate of interest I have been paying for the preceding period.

My interest rate will never be greater than 12.250. % or less than 2.500. %.

(E) Effective Date of Changes

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

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

XXB. FUNDS FOR TAXES AND INSURANCE

Uniform Covenant 3 of the Security Instrument is waived by the Lender.

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

Mark A. Snedden
Maureen E. Snedden

(Seal)
-Borrower

(Seal)
-Borrower

(page 3 of 3 pages)

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