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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 104430

2003 OCT -1 AM 9:21

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 September 24, 2003, together with all Riders to this document.

(B) "Borrower" is Michael L. Hamacher, an individual.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Lake Federal Savings and Loan Association of Hammond.

Lender is a Savings and Loan Association organized and existing under the laws of The United States of America. Lender's address is 7048 Kennedy Avenue, Hammond, Indiana 46323.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated September 24, 2003.

The Note states that Borrower owes Lender Seventy Four Thousand One Hundred and No/100----- Dollars (U.S. \$ 74,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2033.

(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) WAT

Form 3015 1/01



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Return:  
Lake Federal, Ind.

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**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 Property.

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

which currently has the address of ..... 933 W. Glen Park Avenue Unit 202 [Street]  
..... Indiana 46319 [City] ..... ("Property Address":  
[Zip Code])

Together with an undivided interest in the common and limited common areas and facilities appertaining to said condominium unit.

Apartment Unit 202 in the building known as 933 West Glen Park Avenue, Griffith, Indiana, in Fountainhead Horizontal Property Regime, as per Declaration recorded July 8, 1982 as Document No. 673971 as amended by Instrument recorded August 26, 1982 as Document No. 679101 and second amendment recorded April 22, 1983 as Document No. 705568 in the Office of the Recorder of Lake County, Indiana.

telephone, write transmitters, and automated learning modules in accordance with Section 3.

(H) „**Applicable Law**”, means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or organization.

(J) „**Electronic Funds Transfer**”, means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that are imposed on Borrower or the Property by a condominium association or similar fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar associations.

(L) „**Community Association Dues, Fees, and Assessments**”, means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar associations.

(M) „**Commonality Assessments**”, means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar associations.

(N) „**Financial Institution**”, means any bank, trust company, savings and loan association, credit union, finance company, consumer finance company, pawnshop, or other entity that originates, acquires, holds, or collects consumer debts, or acts as a collection agency for such debts.

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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, 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 any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the service used by Lender in connection with this Loan; property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this loan, either: (a) a 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 (c) a one-time charge for similar changes occurring which reasonably affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency for the review of any flood zone determination resulting from any modification of any property.

Section 5. **Properly Insurancce.** Borrower shall keep the improvements now existing or hereafter erected on the service used by Lender in connection with this Loan.

Borrower shall Promissory discharge any Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation secured by the Lien in a manner acceptable to Lender; but only so long as Borrower is performing such agreement; (b) consents the Lien in good faith by, or defers against enforcement of the Lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of those proceedings; but only so long as Lender performs such agreement; (c) secures in Lender's behalf, or secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to this Security Instrument; (d) performs such agreement as Lender may require.

**4. Charges; Lines.** Borrower shall pay all taxes, assessments, charges, lines, and impositions attributable to property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. Lender shall not hold any charge Borrowser 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 an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

ender receives evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is compelled to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be liable to Lender for all amounts due by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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.

Borrower does not repay the Loan as agreed. Borrower is not a party to the mortgage insurance. Mortgagee insures their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements that are satisfactory to the mortgagee insure and the other party (or parties) to these agreements that may require the mortgagee to make payments using any source of funds that the mortgagee insures conditions that are agreeable to the mortgagee insurer and the other party and the parties to these agreements that may include funds obtained from Mortgagee Insurance premiums).

Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note; nothing in this Section 10 affords Lender or any entity that purchases it certain losses it may incur if Mortgage insurance premiums Lender to pay for the Monteagle Insuranc

**10. Mortgage Insurance.** If Lender requires Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separate payments toward the premiums for such insurance, Borrower shall pay the premiums required to make separate payments toward the premiums for such insurance and Lender shall continue to pay the premiums required to maintain the Mortgage Insurance in effect until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination if required by Applicable Law. Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable premium to the service provider for the period of time required to make the Loan and Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination if required by Applicable Law.

10. Mortgage Insurance: It is a type of insurance that protects the lender in the event that the borrower fails to make payments.

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

Article 11 of this Section 9, which provides for the payment of interest on the principal amount of the Note, shall bear interest at the rate from time to time fixed by the Noteholder.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interests in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protection of the value and security under this Security Instrument, but are not limited to: (d) paying reasonable attorney fees to protect its interest in the Property and/or rights under this Security instrument, including proceedings in court; and (e) securing by a lien which has priority over this Security Instrument: (f) appearing in court; and (g) paying any sums secured by a lien which has priority over this Security Instrument; (h) appearing in court; and (i) paying the Property and/or repairing the Property. Lender's actions can include, but are not limited to: (j) paying the Property and/or repairing the Property in a bankrupcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized or required by law.

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

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

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neuter words of words of the feminine gender; (b) words of the masculine gender shall mean and include corresponding neuter words of words of the feminine gender; (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of applicable Law. Applicable Law might explicitly allow the parties to agree by contract or in writing to be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the consent of other providers of this Security Instrument or the Note, such conflict shall not affect other provisions of this Security Instrument or the Note.

any scheme which provides for this section will satisfy the corresponding requirement under this Section if it is implemented under this Applicable Law.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail to Borrower's address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting changes of address, then Borrower shall only report a change through the Lender specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivery mailing it or by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice received by Lender is also received under Article I as the Applicable Law permits, Lender shall not be liable for failing to receive such notice.

If the Loan is subjected 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 limits and (b) any sums already collected from Borrower which exceeded permitted debt limits will be refunded to Borrower under 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 of the Note. Borrower's acceptance of any such refund made by Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind except as provided in Section 20) and benefit the successors and assigns of Lender.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the co-signer's interest in the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees to render and any other Borrower can agree to extend, modify, forgive or make any accommodations with

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 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 without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (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.

.....-Borrower  
.....(Seal)

*Murat A. Alman*  
Michael L. Hamacher  
-Borrower  
(Seal)

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.

**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 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 date required to cure the default; (c) a date, not less than 30 days from the date the notice is given to action required to cure the default; (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 procedure and sale of the property to satisfy the debt; and (e) which the default must be cured.

Borrower, by written notice to the Borrower, shall cure the default prior to the date specified in the notice given to the 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 given to the Borrower, shall further inform Borrower of the right to accelerate after acceleration and the right to assess in the form Borrower of 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 given to the Borrower, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice or 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 attorney fees and costs of the evidence.

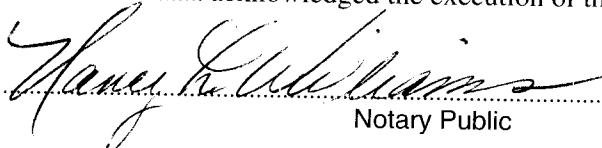
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted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

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

[Space Below This Line For Acknowledgment]

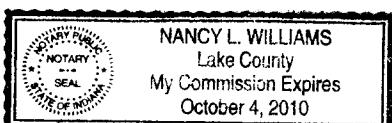
STATE OF INDIANA, Lake County ss:  
Before me, Nancy L. Williams, a Notary Public this 24th  
day of September, 2003, Michael L. Hamacher  
acknowledged the execution of the annexed mortgage.

WITNESS my hand and official seal.

  
Nancy L. Williams

Notary Public

My commission expires: 10/04/2010



This instrument was prepared by:

Gerald R. Skrabala, President

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

**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

## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this .....24.th..... day of .....September,...2003....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....Lake Federal Savings and Loan.....  
.....Association of Hammond.....  
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: .....933 W...Glen Park Avenue,...Unit 202,...Griffith,...Indiana....46319  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable.

Form 3170 1/01



KQ2A0

(page 1 of 2 pages)

.....-Borrower  
.....(Seal)

Michael L. Hamacher

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become imbeddedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become imbeddedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender's agents or a judicially appointed receiver, shall not be required to enter upon, Lender's control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this instrument.

..... (Seal)

Borrower authorizes Lennder or Lennder's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lennder or Lennder's agents. However, Borrower shall receive the Rents until (i) Lennder has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lennder has given notice to the tenants(s) that the Rents are to be paid to Lennder or Lennder's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lennder gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Lennder as security for the benefit of Lennder only, to be applied to the sums secured by the Security Instrument; (ii) Lennder shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lennder or Borrower, unless otherwise specified in the tenancy agreement; (iv) unless applicable law provides otherwise, all Rents upon Lennder's written demand to the tenant; (v) unless applicable law provides otherwise, all Rents collected by Lennder or Lennder's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (vi) Lennder, Lennder's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vii) Lennder shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property for Lennder.

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this ..... 24th ..... day of September, 2003 ..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ... ....Lake..Federal..Savings..and..Loan..Association..of..Hammond.....

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.....933 W...Glen..Park..Avenue.,..Unit..202,....Griffith,..Indiana.....46319.....  
[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 of ..... 4.625 .....%. 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 on ..... November 1, 2003 .....

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)

*MCH*

*MH*

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

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is One Year Treasury Constant Maturity - The Weekly Average Yield

and on every October 1st thereafter.

The interest rate I will pay may change October 1, 2010  
 The interest rate I will pay may change on the first day of month thereafter.  
 The date on which my interest rate could change is called a "Change Date." (Mark one)

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

**(A) Change Dates**

This Document is the property of the Lake County Recorder!

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

and the changed amount of my periodic payment in accordance with Section 4 of the Note.

and in the interest rate that I must pay. The Note Holder will determine my new interest rate changes in my periodic payments in the unpaid principal of my loan

**(D) Periodic Payment Changes**

Each of my initial periodic payments will be in the amount of U.S. \$ 380.98

Each of my initial periodic payments will be at a different place if required by the Note Holder.

I will make my periodic payments at 7048 Kennedy Avenue, Hammond, Indiana 46323 or at a different place if required by the Note Holder.

I will make the balloon payment on October 1, 2033. I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

My periodic payments will be applied to interest before Principal. If, on

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.

**(B) Maturity Date and Place of Payments**

I will make the balloon payment amount and the date that it is due.

\$ . or mail to me notice prior to maturity that the balloon payment is due. This notice will

In addition to the payments described above, I will pay a "Balloon Payment" of

### **(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by .....adding .2.50..... percentage points (.....2.50.....%) 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 ......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**

- My interest rate will never be increased or decreased on any single Change Date by more than .....2.00..... percentage points from the rate of interest I have been paying for the preceding period.
- My interest rate will never be greater than .....10.625.....% or less than .....6.00.....%.

### **(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.

### **B. 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.

.....Michael L. Hamacher.....

.....Michael L. Hamacher.....

(Seal)  
-Borrower

(Seal)  
-Borrower

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this .....24th..... day of ...September,...2003....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....Lake Federal Savings and Loan.....Association..of..Hammond.....(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: ....933..W...Glen..Park..Avenue,...Unit..202.,..Griffith,...Indiana.....46319..... [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: .....Fountainhead..Condominiums..... [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

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

What Lender requires as a condition of this waiver can change during the term of the loan.

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

Form 3140 3/99



R00A0

**MULTISTATE CONDOMINIUM RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Bankers Systems, Inc., St. Cloud, MN Form CONDO-R 1/11/2000

(page 1 of 2 pages)

*M/H*

-Borrower  
.....  
(Seal)

.....  
Michael L. Hamacher  
-Borrower  
.....  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
Condominium Rider.

rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.  
to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note  
additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree  
Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become  
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then  
coverage maintained by the Owners Association unacceptable to Lender.  
(iv) any action which would have the effect of rendering the public liability insurance

Owners Association; or  
(iii) termination of professional management and assumption of self-management of the  
for the express benefit of Lender;  
(ii) any amendment to any provision of the Security Document if the provision is  
casually or in the case of taking by condemnation or eminent domain;

(i) the abandonment or termination required by law in the case of substantial destruction by fire or other  
abandonment or termination required by subdivision of the Condominium Project, except for  
Lender's prior written consent, either partition or subdivision by Lender and with  
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with  
Lender to the sums secured by the Security Instrument as provided in Section 11.

condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by  
Property, whether of the unit or of the common elements, or for any convenience in lieu of  
payable to Borrower in connection with any condemnation or other taking of all or any part of the  
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential,  
amount, and extent of coverage to Lender.  
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to  
insure that the Owners Association maintains a public liability insurance policy acceptable in form,

In the event of a distribution of property insurance proceeds in lieu of restoration or repair  
following a loss to the property, whether to the unit or to common elements, any proceeds  
secured by the Security Instrument, whether or not then due, with the excess, if any, paid to  
payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums  
Borrower.