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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" meansthis document, which is dated perty of May 10, 2004 together with all Riders to this document,
(B) "Borrower" is Momcilo Plavsa, Melissa Kay Plavsa, Husband and Wife and Elaine J Einsele, JTWROS

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Borrower is the mortgagor under this Security Instrument.

PLAVSA 4-0307

90017280-70000

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - (800) 521-7291

(C) "Lender" is Centier Bank		
Lender is aCorporation organized and existing under the la Lender's address is 600 East 84th Av IN 46410		·
Lender is the mortgagee under this (D) "Note" meansthe promissory note. The Note states that Borrower owe	esigned by Borrowerand dated	May 10, 2004 .
Thousand Nine Hundred and no/100	is interest. Borrower has promised ull not later than June 1, 20 nat is described below under the head lby the Note, plus interest, any prepay due under this Security Instrument is Security Instrument that are execute	ing "Transferof Rights in the ymentcharges and late charges, plus interest.
X Adjustable Rate Rider Cond Balloon Rider Plant VA Rider Biwe	dominium Rider Seco ned Unit Development Rider 1-4 I	nd Home Rider Family Rider er(s) [specify]
(H) "Applicable Law" means all coordinances and administrative rules are non-appealable judicial opinions. (I) "Community Association Dues, I charges that are imposed on Borror association or similar organization.	nd orders (that have the effect of law) The property Tees, and Assessments' means all due wer or the Property by a condomin	as well as all applicablefinal, es, fees, assessmentsand other
(J) "Electronic Funds Transfer" me check, draft, or similar paper instruinstrument, computer, or magnetictar or credit an account. Such term inclumachine transactions, transfers initi transfers. (K) "Escrow Items" meansthoseitem	ment, which is initiated through an e be so as to order, instruct, or authorize udes, but is not limited to, point-of-s ated by telephone, wire transfers,	electronic terminal, telephonic a financial institutionto debit ale transfers, automated teller
(L) "Miscellaneous Proceeds" means by any third party (otherthan insuran damageto, or destructionof, the Pro Property; (iii) conveyancein lieu of ovalue and/or condition of the Prop	ceproceedspaid under the coverages operty; (ii) condemnationor other tal condemnation pr (iv) misrepresentations.	describedin Section 5) for: (i) king of all or any part of the ions, or omissions as to, the
(M) "Mortgage Insurance" means in the Loan. (N) "Periodic Payment" means the re Note, plus (ii) any amounts under	gularly scheduledamountdue for (i) p	principaland interestunder the
(O) "RESPA" means the Real Estate implementing regulation, Regulation time, or any additionalor successorle	SettlementProceduresAct (12 U.S.C X (24 C.F.R. Part 3500), as they mi	. Section 2601 et seq.) and its ght be amendedfrom time to
PLAVSA 4-0307	90017280-70000	• • • • • • • • • • • • • • • • • • • •
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in this Security Instrument," RESPA 'refers to all requirement and restrictions that are imposed in regard to a "federallyrelatedmortgageloan" even if the Loan does not qualify as a "federallyrelatedmortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whetheror not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instruments ecures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 [Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]: Lake LOT 26, EXCEPT THE SOUTHWESTERLY 12 FEET THEREOF, PALMIRA SUBDIVISION,

BLOCK 1, AS SHOWN IN PLAT BOOK 51 PAGE 64, LAKE COUNTY, INDIANA.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Parcel ID Number 6-285-26 UNIT# 5 11649 Belmont Pl Cedar Lake ("Property Address"):

which currently has the address of [Street] [City], Indiana 46303 8990 [Zip Code]

TOGETHERWITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereaftera part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWERCOVENANT that Borroweris lawfully seised of the estatehereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrowerwarrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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UNIFORMCOVENANTSBorrowerand Lendercovenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrowershall 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. Borrowershall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrumentshall be made in U.S. currency. However, if any check or other instrument received by Lenderas payment under the Note or this Security Instruments returned to Lenderunpaid, Lendermay 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.

Paymentsare deemedreceived by Lenderwhen received at the location designated in the Note or at such other location as may be designated by Lenderin accordance with the notice provisions in Section 15. Lendermay return any paymentor partial payment if the payment or partial payments are insufficient to bring the Loan current. Lendermay acceptany paymentor 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 Lenderis 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 intereston unapplied funds. Lendermay hold such unapplied funds until Borrowermakes payment obring the Loan current. If Borrowerdoes not do so within a reasonable period of time, Lendershall 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 Lendershall relieve Borrower from making payments due under the Note and this Security Instrumentor 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 Lendershall 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 becamed ue. 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, Lendermay 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 one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayment 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. Borrowershall 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;

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(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 originationor at any time during the term of the Loan, Lendermay require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessmentsshall be an Escrow Item. Borrowershall promptlyfurnish to Lenderall notices of amountsto be paid under this Section. Borrowershall pay Lenderthe Funds for Escrow Items unless Lenderwaives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to LenderFunds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrowershall pay directly, when and where payable, the amounts due for any Escrow Itemsfor which payment of Funds has been waived by Lenderand, if Lenderrequires, shall furnish to Lenderreceipts evidencing such payment within such time period as Lendermay 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 Borroweris obligated to pay Escrow Items directly, pursuant to a waiver, and Borrowerfails to pay the amountdue for an Escrow Item, Lendermay exercise its rights under Section 9 and pay such amountand Borrowershall then be obligated under Section 9 to repay to Lenderany such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordancewith Section 15 and, upon such revocation, Borrowershall pay to Lenderall Funds, and in such amounts, that are then required under this Section 3.

Lendermay, at any time, collect and hold Funds in an amount(a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lenderis an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lendershall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lendershall not charge Borrowerfor holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lenderpays Borrowerintereston the Funds and Applicable Law permits Lenderto make such a charge. Unless an agreements made in writing or Applicable Law requires interest to be paid on the Funds, Lendershall not be required to pay Borrower any interestor earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lendershall 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 Borrowerfor the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lendershall notify Borrowers required by RESPA, and Borrowershall pay to Lender the amount necessary 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, Lendershall notify Borrowers required by RESPA, and Borrowershall pay to Lender 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, Lendershall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Propertywhich can attain priority over this Security Instrument leasehold payments or

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groundrents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrowershall promptly discharge any lien which has priority over this Security Instrumentunless Borrower:(a) agrees in writing to the payment of the obligation secured by the lien in a manneracceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement at is factory to Lenders ubordinating the lien to this Security Instrument. If Lenderdetermines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lendermay give Borrower anotice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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.

5. Property Insurance. Borrowershall keep the improvementsnow existing or hereaftererectedon the Property insured against loss by fire, hazardsincluded within the term "extended coverage," and any other hazardsincluding, but not limited to, earthquake and floods, for which Lenderrequires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lenderrequires. What Lenderrequires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrowers ubject 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 and certificationservices and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrowerfails 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 particulartype 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 be arinterest 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 insurancepolicies requiredby Lenderand 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 mortgageeand/or as an additionalloss payee. Lendershall have the right to hold the policies and renewal certificates. If Lenderrequires, Borrowershall promptly give to Lenderall receipts of paid premiums and renewal notices. If Borrowerobtains any form of insurance coverage, not otherwise required by Lender, for damageto, 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, Borrowershall 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

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Lender's security is not lessened. During such repairand restoration period, Lendershall have the right to hold such insurance proceeds until Lenderhas 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. Lendermay 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 agreements made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lendershall not be required to pay Borrowerany interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrowershall 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 relatedmatters. If Borrowerdoes not respond within 30 days to a notice from Lenderthat the insurance carrier has offered to settle a claim, then Lendermay 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. Lendermay 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 Instrumentand 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.
- 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 deteriorateor commit waste on the Property. Whetheror 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 Lenderhas released proceeds for such purposes. Lendermay 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, Lendermay inspect the interior of the improvements on the Property. Lendershall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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 knowledgeor consentgave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representation sinclude, but are not limited to, representation soncerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrowerfails to perform the covenants and agreement contained in this Security Instrument (b) there is a legal proceedingthat might significantly affect Lender's interestin the Property and/or rights under this Security Instrument(such as a proceeding in bankruptcy, probate, for condemnation for feiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrowerhas abandoned the Property, then Lendermay do and pay for whateveris reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protectits interestin the Property and/or rights under this Security Instrument including its secured position in a bankruptcyproceeding. Securing the Property includes, but is not limited to, enteringthe Propertyto makerepairs, changelocks, replaceor board up doors and windows, drain water from pipes, eliminatebuilding or other code violations or dangerous conditions, and have utilities turned on or off. AlthoughLendermay take action under this Section 9, Lenderdoes not have to do so and is not under any duty or obligation to do so. It is agreed that Lenderincurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursementand shall be payable, with such interest, upon notice from Lenderto Borrowerrequesting payment.

If this Security Instrumentis on a leasehold, Borrowershall comply with all the provisions of the lease. If Borroweracquiresfee title to the Property, the leaseholdand the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If LenderrequiredMortgageInsuranceas a conditionof makingthe Loan, Borrowershall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lenderceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrowershall continue to pay to Lenderthe amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundableloss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable notwithstanding the fact that the Loan is ultimately paid in full, and Lendershall not be requiredto pay Borrowerany interestor earnings on such loss reserve. Lendercan no longer requireloss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lenderrequires) provided by any insurer selected by Lender again becomes available, is obtained, and Lender requires separatelydesignatedpaymentstowardthe premiumsfor MortgageInsurance.If LenderrequiredMortgage Insuranceas a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundableloss reserve, until Lender's requirementor Mortgage Insuranceends in accordance with any written agreement between Borrower and

Lenderproviding for such terminationor until terminations required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enterinto agreements with other parties that share or modify their risk, or reducelosses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgageinsurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer. any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterizedas) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the 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 restorationor repair is economically feasible and Lender's security is not lessened. During such repairand restoration period, Lendershall have the right to hold such Miscellaneous Proceeds until Lenderhas had an opportunityto inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspections hall be undertaken promptly. Lendermay pay for the repairs and restoration in a single disbursementor in a series of progress payments as the work is completed. Unless an agreementis made in writing or Applicable Law requires interest to be paid on such MiscellaneousProceeds, 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, whetheror 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 Instrumentimmediately 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 Borrowerand Lenderotherwiseagree 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 abandonedby 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, Borrowerfails to respondto Lenderwithin 30 days after the date the notice is given, Lenderis 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.

Borrowershall be in defaultif 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 interestin the Property or rights under this Security Instrument. Borrowercan cure such a default and, if PLAVSA 4-0307 90017280-70000

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accelerationhas occurred, reinstateas provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes for feiture 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 paymentor 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 Successor in Interest of Borrower. Lendershall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demandmade by the original Borrower any Successors in Interest of Borrower. Any forbearance by Lenderin exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrowercovenants and agreesthat Borrower's obligations and liability shall be joint and several. However, any Borrowerwho co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument nonly to mortgage, grant and convey the co-signer's interestin the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, for bear or make any accommodations with regard to the terms of this Security Instrumentor the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower'sobligations under this Security Instrument meriting, 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 and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instruments hall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrowershall not be construed as a prohibition on the charging of such fee. Lendermay not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted to the charge of the contract of the charge of t

If the Loan is subject to a law which sets maximumloan charges, and that law is finally interpretedso that the interestor other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borroweror Lender in connection with this Security Instrument must be in writing. Any notice to Borrowerin connection with this Security Instruments hall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrowershall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrowerhas designated a substitute notice address by notice to Lender. Borrowershall promptly notify Lender of Borrower's change of address. If Lenderspecifies a procedure for reporting Borrower's

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change of address, then Borrowershall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrumentat any one time. Any notice to Lendershall be given by delivering it or by mailing it 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 Instrumentshall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instruments also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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 or implicitly allow the parties to agree by contract or it might 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 Instrumentor the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrumentor the Note which can be given effect without the conflicting provision.

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin the Property" means any legal or beneficial interestin the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contractfor deed, installments ales contractor 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 Propertyor any Interestin the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interestin 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, Lendershall give Borrowernotice 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 Borrowermust pay all sums secured by this Security Instrument. If Borrowerfails 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.

Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement 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 Lenderall sums which then would be due under this Security Instrument and the Note as if no acceleration ad 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 Lendermay reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, shall continue unchanged. Lendermay require that Borrowerpay such reinstatementums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,

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treasurer'scheck 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 Borrower, this Security Instrumentand obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstates hall 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 interestin 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, Borrowerwill 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 thereaften 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 Borrowernor Lendermay 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 that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower Lenderhas notified the other party (with such notice given in compliance with the requirement 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 22 and 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 Environmenta Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing as best os or formal dehyde and radioactive materials; (b) "Environmenta Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmenta protection; (c) "Environmenta Cleanup" includes any response action, remedial action, or removal action, as defined in Environmenta Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrowershall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threatento release any Hazardous Substances, on or in the Property. Borrowershall 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 Environmenta 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). PLAVSA 4-0307

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Borrowershall promptly give Lenderwritten notice of (a) any investigation, claim, demand, lawsuit or other action by any governmentabr regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmenta 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 Borrowerlearns, or is notified by any governmentabr regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowershall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORMCOVENANTS Borrowerand Lenderfurther 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 nonexistence 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, Lendershall release this Security Instrument. Lendermay charge Borrowera 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.

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BY SIGNINGBELOW, 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.



LAKE

STATE OF INDIANA,

County ss:

On this 10th day of May, 2004, before me, the undersigned, a Notary Public in and for said County, personally appear common Playsa, Melissa Kay Playsa and Elaine J Einsele

and acknowledged the execution of the foregoing instrument. WITNESSmy handand official seal.

My Commission Expires:

9-4-06



FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

THISFIXED/ADJUSTABLEATERIDERis madethis 10th day of May 2004, 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 ("Borrower")to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Centier Bank, Corporation

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

11649 Belmont Pl

,Cedar Lake,IN 46303 8990 [Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interestrate of 4.7500 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interestrate I will pay will change to an adjustable interestrate on the first day of , and the adjustable interest rate I will pay may change on that June 2011 day every 12th month thereafter. The date on which my initial fixed interestrate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

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MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family -Fannie Mae Uniform Instrument

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VMP MORTGAGE FORMS - (800)521-7291

(B) The Index

Beginning with the first Change Date, my adjustable interestrate will be based on an Index. The "Index" is the weekly average yield on UnitedStatesTreasurysecurities adjusted to a constant maturity of one year, as madeavailableby the FederalReserveBoard. The most recentIndex figure availableas of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points 2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearestone-eighthof one percentagepoint (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.7500 % or less than 2.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentagepoints from the rate of interest I have been paying for the preceding 12 months. My interestrate will never be (E) Effective Date of Changes ake County Recorder! greater than

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

(F) Notice of Changes

The Note Holderwill deliver or mail to me a notice of any changes in my initial fixed interestrate to an adjustable interestrate and of any changes in my adjustable interestrate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephonenumber of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interestrate changes to an adjustable interestrate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows: 90017280-70000 PLAVSA 4-0307 Initials: MP W 99 Page 2 of 4 P-843R (0006) Form 3182 1/01

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, install mentals as a street less than 18 and 18 a installmentsales contractor 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 any Interestin the Property is sold or transferred (or if Borroweris not a natural person and a beneficial interest in Borroweris 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 options hall 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 Borrowermust pay all sums secured by this Security Instrument. If Borrowerfails 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.

2. When Borrower's initial fixed interestrate changes to an adjustable interestrate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interestin the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interest stransfer red in a bond for deed, contract for deed, installments less and the state of installmentsales 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 Interestin 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 options hall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenantor agreement in this Security Instruments acceptable to Lender. Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrowernotice 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 Borrowermust pay all

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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.

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

