WHEN RECORDED MAIL TO

STATE OF INDIANA AKE COUNTY FILED FOR RECORD

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MICHAEL A. BROWN RECORDER

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

CM 620048549

PEOPLES BANK SB 9204 COLUMBIA AVENUE

MUNSTER IN 46321

MULTIFAMILY MORTGAGE,

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT X THE RECEIPED BY A KNEW A THE RECEIPED AND A RECEIPED BY A RECEIPED BY

THIS MORTGAGE (herein "Instrument") is made this

24th

day of January, 2005

, between the Mortgagor/Grantor, PEOPLES BANK SB, AN INDIANA CORPORATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 13TH DAY OF JUNE, 1997, AND KNOWN AS TRUST NUMBER 10226 whose address is 10715 HAWTHORNE DRIVE, ST JOHN, IN 46373 (herein "Borrower"), and the Mortgagee, PEOPLES BANK SB

Corporation

organized and existing under

the laws of

whose address is 9204 COLUMBIA AVENUE, (herein "Lender").

MUNSTER IN 46321

in the principal sum of roperty of

WHEREAS, Borrower is indebted to Lender Seventy Two Thousand Five Hundred Dollars And

Dollars, which indebtedness is evidenced by Borrower's note dated Rec January 24, 2005 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2035

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 30 hereof (herein "Future Advances"); (c) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated

January 24, 2005 , if any, as provided in paragraph 25 hereof; (d) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (e) the performance of the covenants and

LAKE in and to*] the following described property located in , State of Indiana:

* Delete bracketed material if not completed.

LOT 15 IN PARRISH PARK SECOND SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 47, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

insuring Lender's interest in the Property.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this Instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy

; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water vacated to be used in connection with the property, and all nationary, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature of limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, and related machinery and equipment, fire prevention and extinguishing apparatus, dishwashers, disposals, and indicated to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, dishwashers, dispussions, dishwashers, dispussions, dishwashers, dispussions, atom which water heaters, and related machinery and equipment, fire preventions, though a string and surfaces control apparatus, and related machinery and equipment, fire preventions, dishwashers, dispussions, dispussions, atom doors, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furnitures, pictures, antennas, trees and plants, and and screes control approached to the property of th



Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument.
- 2. FUNDS FOR TAXES, INSURANCE, AND OTHER CHARGES. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly grounds rents, if any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may require pursuant to paragraph 5 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this Instrument is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held in an institution(s) the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said rates, rents, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid. Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority; (i) amounts payable to Lender by Borrower under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates rents taxes assessments premiums and Other Impositions attributed to the
- 4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the Property at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph 4, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Instrument to be perfected against the Property.
- 5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all time satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender (and, if this Instrument is on a leasehold, the ground lease) shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. If this Instrument is on a leasehold, Borrower shall furnish Lender a duplicate of all policies, renewal notices, renewal policies and receipts of paid premiums if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Londer. Borrower shall give immediate written notice to the insurance carrier and to Londer.

if, by virtue of the ground lease, the originals thereof may not be supplied by Borrower to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof (subject, however, to the rights of the lessor under the ground lease if this Instrument is on a leasehold).

on a leasehold).

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless such requirement shall be waived by Lender in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

If this Instrument is on a leasehold, Borrower (i) shall comply with the provisions of the ground lease, (ii) shall give immediate written notice to Lender of any default by lessor under the ground lease or of any notice received by Borrower from such lessor of any default under the ground lease by Borrower, (iii) shall exercise any option to renew or extend the ground lease and give written confirmation thereof to Lender within thirty days after such option becomes exercisable, (iv) shall give immediate written notice to Lender of the commencement of any remedial proceedings under the ground lease by any party thereto and, if required by Lender, shall permit Lender as Borrower's attorney-in-fact to control and act for Borrower in any such remedial proceedings and (v) shall within thirty days after request by Lender obtain from the lessor under the ground lease and deliver to Lender the lessor's estoppel certificate required thereunder, if any. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the ground lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants nor any other covenants contained in the ground lease.

einner orany or in wrung, any iease now existing or nereatier made or any part of the Property providing for a term of three years or more, permut an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Instrument. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual, reinhurse the tenant who shall have against rent, Borrower steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to Instrument.

16. LEASES OF THE PROPERTY. As used in the paragraph 16, the word "lease" shall mean "sublease" if this Instrument is on a leasehold. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that such least into will be in form and evidences of all or any part of the enant attent entered into will be in form and evidences of automment to Lender. All leases of the Property shall specifically provide that such least the tenant agrees to exceute such further evidences of automment to Lender may from time to time request, that the attornment of the tenant agrees to exceute such further evidences of automment as Lender may from time to time request, that the attornment of the tenant agrees to exceute such further evidences of automments as Lender and the attornments. Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either origing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit as either or such a lease of all or any part of the assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the assignment or sublease of such a lease without Lender's written consent to the subordination of any lease of all or any part of the

payment of sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such aums to the beautiful to the set of this Instrument. Borrower shall within len-days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and be obligations of this Instrument to the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code for any of the items specified above as part of the Uniform Commercial Code for any of the items specified above as part of the Uniform Commercial Code for any of the items specified above as part of the Uniform Commercial Code for any of the items specified above as part of the Uniform Commercial Code in the Instrument or of any other security gateement for any of the items as a financing statement in the Instrument or of any other security agreement for any of the items as a financing statement in the Instrument or of any other security agreement for any of the items and expressions, renewals, and addition, Borrower and the Instrument in such form as Lender any reasonably require. Without the prior written consent of Lender, Borrower aball pay all costs of filing such financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower aball pay all costs of filing such financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower aball pay all costs of filing such financing statements at the security interest with respect to said items, because of any record searches for financing statements. In the Instrument, Lender shall be under the remedies of property specified above as

payment of sums secured by this Instrument.

Borrower's request.

13. FORBEARANCE BY LENDER NOT A WAIVER. Any forbestance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any ansite the due date of such payment shall not be a waiver of tallore to make prompt payment. The procuement of insurance or the payment of taxes due of all other sums so secured by the lender's right to accelerate the maturity of the indebtedness secured by this Instrument, or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument, or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument.

Payment of sums secured by this Instrument.

connection with such condemnation or taking as Lender may require.

12. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without liability on Lender's part and notwithstanding Botrower's breach of any coverant or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Botrower's breach of any coverant or agreement of Botrower in this Instrument, extend the time of payment of any coverant or agreement of the form the lien of this Instrument any part of the Property, consent to any part of the Property, consent to any map or plan of the Property, consent to the terms and time of payment of the Property, consent to any plan of the Property, consent to the lien of this paragraph 12 shall not affect the obligation of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants of Botrower's arccessors or assigns to pay the sums secured by this Instrument and to observe the covenants and situations and attorney's fees as may be incurred at Lender pursuant of the indebtedness borrower's request.

13. HORRANACE BY LENDER NOT A WAIVER. Any forther lender in exercising any right or remedy hereunder, or otherwise charges are reasonable service.

ucreot, or not conveyances in nea of condemnatori, are needly assigned to the rights of lessor under the ground lease.

To the rights of lessor under the ground lease.

Borrower authorizes Lender to apply such avasids, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender to apply such avasids, payments, payments, payments, payments, payments, payments, proceeds or other or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to borrower. Unless Borrower and Lender otherwise agree in writing, any the order of application set forth in paragraphs 3 hereof, with the balance, if any, to borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change application of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

une tease expiration tate, the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding relating to any condemnation or other taking. Mether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise direct or indirect, or part thereof, any action or proceeding relating to any condemnation or other taking. The proceeds of any award, payment or and to settle or compromise any strinm, any condemnation or other taking. The proceeds of any award, payment or and to settle or compromise any connection with any condemnation or other taking. The proceeds of any award, payment or settle or compromise any connection with any condemnation or other taking. The proceeds of the Property, or part and to settle or connection with any condemnation or other taking, whether direct or indirect, or indirect, or part and to settle or connection with any condemnation or other taking, in this Instrument is on a leasehold, to the rights of lessor under the ground lease.

Y. USE OF INDERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the constitution of the Property are interest at the time this Instrument was executed. Borrower shall not initiate or acquirece in a change in scoring desaitisation of the Property without Lender's prior written consent.

7. USE OF INDERTY. Unless required by applicable law or unless Lender and a serior and a serior of the interest of Lender therein, including, but not limited to, entirent of the property or tile chercies on the interest of Lender therein, including, but not limited to, entirent of the property or tile chercies or the interest of Lender therein, including, but not limited to, entirent of the property or tile chercies or the interest of Lender therein, including, but not limited to, entirent of the property or tile chercies or the interest of Lender in the control accounts of the ground lease.

8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreement of stormedy's fees, (ii) entry upon the Property or make repairs, (iii) procurement of stormedy selections and electron and conditions of the ground lease.

9. Independent of stormedy's fees, (ii) entry upon the Property or make repairs, (iii) procurement of stormed secured by this paragraph 8, with interest thereon, shall be uniterest and lease on height of the property and copies of 18 borrower shall keep and maintain at the rate stated in the boten range of the ground lease.

In BOOKS AND RECORDS. Borrower shall keep and maintain at longer shall be subject to examination and interest and eventals adequate to reflect dors and electrony interests, leases and other intermental and an interest and eventals and the resonable time by Lender. Upon Lender of the property and sopies of all ventive days after the end on any morphise and eventive the property and copies of all ventive days after the end on any morphise and accumination and any arrangement of the property and sopies of

7. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in a change in the become a lien on such fee estate.

Borrower shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the ground lease. Borrower coverants and agrees interests, and Borrower shall not, without the express written consent of Lender, alter or amend said ground lease. Borrower coverants and agrees that there shall not be a merger of the ground lease, or of the leasehold estate created thereby, with the fee estate covered by the ground lease by the ground lease by as all leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to second said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to second said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to become shall acquire such fee estate.

Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

- 17. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument
- or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

 18. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 8 hereof.
- 19. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. This option shall not apply in case of

 - (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;(b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, an increase in the rate of interest payable under the Note;
 - the grant of a leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior
 - written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is on a leasehold);
 (d) sales or transfers of beneficial interests in Borrower provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Borrower, but excluding sales or transfers under subparagraphs (a) and (b) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note; and
 - (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.
- 20. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein
- manner designated herein.

 21. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.
- captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

 22. UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY. This form of multifamily 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 and related fixtures and personal property. This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that
- 23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

 24. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party,

- 26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and whom the tents and revenues of the Property are payable. Bollower deletely additioned believe agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this language of the property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being Instrument in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph 26 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

fee for so managing the Property.

and revenues of the Property as Lender may from time to time request.

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EVING BURNE DRIVE
Borrower's Address:
(Jes2)
(Seal)
Document is Output Description Output Descripti
Peoples Bank SB f/k/a Peoples Bank A Federal Savings at statement dated the 13th day of June, 1997, of a Trust Agreement dated the 13th day of June, 1997, known as Trust Mumber 10226.
IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its
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ANA FARRA KARAK KARAK KARAK MUKUMUKUMUKUMUKUMUKUMUKUMUKA ANA ANA ANA ANA ANA ANA ANA ANA ANA A
UKACHAMOLKIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
COLDINANT SONDONO DIMENSIONAL SOND CONTROLL OF THE PROPERTY OF
o my men or wall in the or a per a p
incurred in releasing this Instrument.
28. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs
immediately due and payable without intrinct definant and may rotectors and interested and expenses incurred in pursing such remedies, including, but permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursing such remedies, including, but
The state of the s
Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:
Would Hill
herein shall not cure of watve any declarit increment of time as this instrument ceases to secure indebtedness held by Lender.
from Borrower under applicable law. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any applicable law or provided herein.
inferest at such rate would be contiany to appread that, in which seem as a such rate would be contiany to appread to a such rate would be contiany to a such rate would be continued by the conti
paragraph 8 hereot. Unless Lender and bottower agree in which county to applicable law, in which event such amounts shall bear interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected
paragraph 26. If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents.
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Property and then to the sums secured by ints insulations of the sums secured by ints insulations of the property and shall be liable to account only for those maintenance of the Property and shall be liable to account only for those maintenance of the Property and shall be liable to account only for the Property by reason of anything done or left undone by Lender under this
taxes, assessments and other charges on the Property, and the cociety of the books and records used in the operation and Property and then to the sums secured by this Instrument. Lender or the receiver shally received. Lender shall not be liable to Borrower,
All rents and revenues collected subsequent to derivery of which hence by taking control of and managing the Property and collecting the rents, agreement of Borrower in this Instrument shall be applied first to the costs, if any, of taking control of repairs to the Property, premiums on insurance policies, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, including, but not limited to, attorney's fees, receiver's fees, premiums of disciparing any obligation of liability of Borrower as lessor or landlord of the
All rents and revenues collected subsequent to delivery or written notice by taking control of and managing the Property and collecting the rents,

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or

Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver, Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may in person, by agent or by a court-appointed receiver,

months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 26, and that at Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform,

CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA,	County ss:	
On this day of for said County, personally appeared		, before me, the undersigned, a Notary Public in and
	(Name of Corporation)	бу
and and acknowledged the execution of the	foregoing instrument.	, its President and Secretary respectively,
WITNESS my hand and official sea		
My Commission expires:		
		Notary Public
		Notary Fubile
	INDIVIDUAL ACKNOW	LEDGMENT
STATE OF INDIANA,	County ss:	
On this day of for said County, personally appeared , and acknowledge.	ledged the execution of the fo	, before me, the undersigned, a Notary Public in and
WITNESS my hand and official seal,	Document	E 18
My Commission expires:	OT OFFIC	CIAL!
	Document is the p	property of
the	e Lake Coun ty Ro	Notary Public
INDIVIDUAL	LIMITED PARTNERSHI	
STATE OF INDIANA,		PACKNOWLEDGMENT
On this day of	County ss:	
for said County, personally appeared	(Name of Limited Partnership)	, before me, the undersigned, a Notary Public in and , a limited partnership, by
and acknowledged the execution of the for	egoing instrument R	, general partner(s),
WITNESS my hand and official seal.	S-S modulion	1
My Commission expires:		
	MOIANA THE	
		Notary Public
CORPORATE I	LIMITED PARTNERSHIP	ACKNOWLEDGMENT
STATE OF INDIANA,	County ss:	•
On this day of		h.c.
for said County, personally appeared	, (Name of Limited Partnership)	before me, the undersigned, a Notary Public in and , a limited partnership, by
(Name of Corporation)		said limited partnership, by
1		
and acknowledged the execution of the forego	oing instrument.	its President and Secretary respectively,
WITNESS my hand and official seal.		
My Commission expires:		
This instrument was prepared by		Notary Public
FPatient by	CATHERIN	E L. GONZALEZ

Attachment to Multifamily Mortgage to Peoples Bank SB for \$72,500.00 for Land Trust# 10226. This mortgage is executed by Peoples Bank SB, f/k/a Peoples Bank, a Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Docume provisions of a Trust agreement
the Lake Odated June 13, 1907 er
known as Trust No.10226

By: Could Heller
Randall H. Walker
Vice-President and Trust Officer

State of Indiana
)
SS:
County of Lake

Docume provisions of a Trust Agreement
the Lake Odated June 13, 1907 er
known as Trust No.10226

By: Could Heller
Randall H. Walker
Vice-President and Trust Officer

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Randall H. Walker and Joyce M. Barr of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Administrative Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of January, 2005.

My Commission Expires:

12/01/10

Resident of Porter County

Notary Public Signature

Brianne N. Susko

60800351351

ADJUSTABLE RATE RIDER

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

Words, numbers or phrases preceded by a \square are applicable only if the \square is marked, e.g. \square							
This Adjustable Rate Rider is made this 24th day of January, 2005 , 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							
Peoples Bank SB							
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:							
7100 IDAHO AVENUE, HAMMOND, IN 46323							
[Property Address]							
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 SCHEDULED PAYMENT CHANGES The Note provides for an "Initial Interest Rate" of							
ADJUSTABLE RATE RIDER							

ITEM 7347L1 (0011)

(Page 1 of 4 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

e and the amount lude information	e of any changes in my interest rate son any change. The notice will inc	r mail to me a notice	J hange s r will deliver or	my scheduled paymen (T) Notice of C (T) The Note Holder of my scheduled pay	
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required by law to be given me and also the title and telephone number 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

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in 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, 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.



(Page 3 of 4 pages)

ITEM 7347L3 (0011)

GREATLAND ■
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1 through 4 of this Adjustable Rate Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages

Attachment to Adjustable Rate Rider to Peoples Bank SB for Land Trust 10226. THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 13th day of June, 1997, creating Trust No.10226; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

the Lake County Recorder!

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally

Randall H. Walker

Vice-President and Trust Officer

By: Joyce M. Barr

Administratīve Secretary

State of Indiana)

) SS:

County of Lake)

I, Brianne N. Susko, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Randall H. Walker and Joyce M. Barr of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Administrative Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of January, 2005.

Notary Public Signature- Brianne N. Susko

Resident of Porter County

My Commission Expires: December 1, 2010