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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

NORTHWEST INDIANA TITLE SERVICES, INC.
102 Washington Street
Lowell, Indiana 46356
219-696-0100

2005 050235

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05-13941

MICHAEL A. GALL
RECORDED

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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated 06-02-2005, together with all Riders to this document.

(B) "Borrower" is JOSEPH G. GALL AND DEBORAH J. GALL, HUSBAND AND WIFE, AS JOINT TENANTS.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FIRST NATIONAL BANK OF GRANT PARK.

Lender is a THE UNITED STATES OF AMERICA, organized and existing under the laws of . Lender's address is .119 N MAIN ST. GRANT PARK, IL 60940.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 06-02-2005. The Note states that Borrower owes Lender ONE HUNDRED SEVENTEEN THOUSAND AND NO/100.

Dollars (U.S. \$117,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06-02-2010.

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

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

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

Adjustable Rate Rider
 Balloon Rider
 1-4 Family Rider

Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider

Second Home Rider
 Other(s) [specify]

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



(page 1 of 11 pages)

Form 3015 1/01



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INDIANA—Single Family—Family Mae/Fredie Mae UNIFORM INSTRUMENT

Form 305 101

"Property", right to mortgage, grant and convey the Property and that the Borrower is lawfully seized of the estate hereby conveyed and has the Borrower COVENANTS, that Borrower is lawfully seized of the estate hereby conveyed and has the

Property", appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

which currently has the address of 10645 CHNEIDER PLACE [Street]
ST. JOHN [City] 46373 [Zip Code]

LOT 12, WATTS ARTESIAN WELLS FIFTH ADDITION, AS SHOWN IN PLAT BOOK 2, PAGE 80, IN LAKE COUNTY, INDIANA.
[Name of Recording Jurisdiction] [Type of Recording Jurisdiction]
COUNTY COUNTRY [OF LAKE]

This Document is
NOT OFFICIAL
the Lake County Recorder

Lender's successors and assigns shall follow the foregoing described property located in the instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security instrument. This Security instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and party has assumed Borrower's obligations under the Note and/or this Security instrument.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that loan, even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

"RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage successor legislation or regulation that governs the same subject matter. As used in this Security instrument, Regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing plus (ii) any amounts under Section 3 of this Security instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, Loan.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Property.

in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the destruction of the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account, computer, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or organization.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organizations.

(H) "Applicable Law" means all controlling rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial administrative regulations, rules and local statutes, regulations, ordinances, or ordinances and opinions.

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

Lender may, 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 Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice 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. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or 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.

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

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000

(page 4 of 11 pages)

Form 8015 101

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

Form 3016 701

writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in Lender's waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless and such dues, fees and assessments shall promptly furnish to Lender all Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of required by Lender under Section 5; and (d) Premiums, if any, or any sums payable by Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and 3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note shall not exceed or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payees, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note as described in the Note.

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

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments secured by this Security Instrument, and then to reduce the principal balance of the Note.

(b) principal due under the Note: (c) amounts due under Section 3. Such payments shall be applied to each Periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

3. **Funds for Escrow Items.** Except as otherwise described in this Section 3. Such payments shall be applied to each Periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under the Note: (a) interest due under the Note; (b) principal due by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due by Lender shall be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No reasonable period of time, Lender shall apply such funds to Borrower. If not applied earlier, unpaid funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid funds. Lender may hold such rights hereunder or pursuant to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver return any payment if the payment or partial payment insufficient to bring the Loan current to bring the Loan to another location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may other location to record in accordance with the location designated in the Note or at such Transferee.

4. **UNIFORM COVENANTS.** Borrower and Lender will record this Security Instrument at the title to the property, or record, Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

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

5. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check

Lender unpaid, Lender may require that any or all subsequent payments due under this Note or 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

instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

Lender may require that any or all subsequent payments due under this Note or this Security

Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

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

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000

(page 5 of 11 pages)

Form 3015 1-01

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

Form 3116-101

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

Mortgage Insurance Lender may include funds obtained from Mortgage Insurance for Mortgagel Insurance, Lender, any purchaser of the Note, another insurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfied by the mortgage insurer to the mortgagee (or parties) to these agreements. These agreements may require the mortgagee to make payments using any source of funds that the mortgagee and conditions with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfied by the mortgagee to the mortgagee (or parties) to these agreements. Mortgagel Insurance evaluates their total risk on all such insurance in force from time to time, and may enter into insurance with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfied by the mortgagee to the mortgagee (or parties) to these agreements. Mortgagel Insurance may have available (which may include funds obtained from Mortgage Insurance for Mortgagel Insurance, Lender may receive (directly or indirectly) amounts that derive from (or into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfied by the mortgagee to the mortgagee (or parties) to these agreements. As a result of these agreements, Lender, any purchaser of the Note, another insurer, any other entity

provided by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate required by Applicable Law. Noting in this Section 10 affects Borrower's obligation to pay interest at the rate any written agreement between Borrower and Lender providing for such termination or until termination is provided a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with Mortgage Insurance, Borrower shall pay the premium required to maintain Mortgage Insurance for making the Loan and Borrower was required to make separately designated payments toward the premiums for payments toward the premiums for Mortgage Insurance. If Lender required separately designated insurance as a condition of by an insurer selected by Lender again becomes available, and Lender requires separately designated insurance if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss separately designated payments that were due when the insurance ceased to be in effect. Lender will equitably Mortgage Insurance previously in effect, from an ultimate mortgagee selected by Lender. If substantially the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the provided such insurance and Borrower was required to make separately designated payments toward the premiums Mortgage Insurance covered by Lender certifies to be available from the Mortgage Insurance that previously Borrower shall pay the premium required to maintain the Mortgage Insurance in effect, if, for any reason, the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower acquires fee title to the Property, the lesseehold and the fee title shall not merge unless Lender agrees to be payable, with such intent, upon notice from Lender to Borrower requesting payment. If this Section 9 secures amounts shall bear interest at the Note rate from the date of disbursement and shall this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall under this Section 9.

If this Section 9 is on a leasehold, Borrower shall comply with all the provisions of the lease. If be payable, with such intent, upon notice from Lender to Borrower requesting payment. If this Section 9 secures amounts shall bear interest at the Note rate from the date of disbursement and shall under this Security Instrument to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (a) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security (b) appurtenant to the Property and rights under this Security and/or assessing the value of the Property, and securing and/or preparing the Property. Lender's actions can include, but are not limited to: instrument (such as a proceeding that might significantly affect Lender's interest in this Security Instrument), or (c) Borrower has which may attain priority over this Security Instrument or to enforce laws or regulations), or (d) appurtenant to the Property and rights under this Security and/or assessing the value abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including proceeding to foreclose on the Property, and rights under this Security and/or assessing the value of the Property and rights under this Security and/or assessing the value which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has instrument (such as a proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security and rights under this Security and/or assessing the value which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has proceeded that might significantly affect Lender's interest in the Property and rights under this Security and rights under this Security and/or assessing the value which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

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

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 demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or 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. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs only to mortgage, grant and convey the co-signer's interest in 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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 Borrower shall not be construed as a prohibition on the charging of such fee. Lender may 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 so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (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 Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by 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 Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is 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 Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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. Borrower shall 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, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial

the order provided for in Section 2.
12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower in Interest of Borrower in Interest of Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party otherwise agrees to waive, the sums are then due.

Instrument whether or not the sums are due.

If defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Instruments or other rights of action in regard to Miscellaneous Proceeds.

Proceeds of the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if Lender's interest occurs, resume its full rights under this Security Instrument.

Lender, resuming its full rights under this Security Instrument, or other material impairment of Lender's interest in the Property, may cause the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are awarded to the instrument 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 attributable to the instrument of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

In the event of a partial taking, destruction, or loss in value of the Property, or less than the fair market value of the Property immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender shall be paid to Borrower.

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

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

11. Assumption of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to
remuneration at the time of such cancellation or termination.

(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
insurance terminate automatically, and/or to receive a refund of any Mortgage Insurance
premium paid.

(a) Any such agreements will not affect the amounts due Borrower to any lender.

modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an attorney fees a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often used "capitive reinsurance." Further:

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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

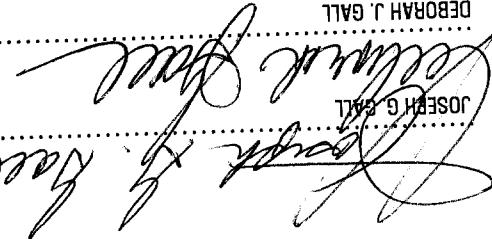
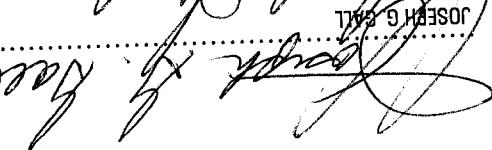
19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

INDIANA—Single Family—Family Mae/Freddie Mac UNIFORM INSTRUMENT

-Borrower
 (Seal) 
 JOSEPH G. GALL
 -Borrower
 (Seal) 

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

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this proceeding. 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 sale of the notice. Lender may accelerate payment in full or before the date specified in the notice. Lender to assert the right to accelerate payment is not cured on or before the reinstatement after acceleration and the notice of foreclosure procedure preceding the non-existence of a default by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to specify in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to under Section 18 unless Applicable Law provides otherwise. The notice shall specify: (a) the default; (b) the 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 Borrower and Lender shall give notice to Borrower prior to acceleration following acceleration; (c) any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Condition or Violation, or (d) any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Condition or Violation.

22. Acceleration; Remedies. Lender shall further furnish covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender shall create any obligation on Lender for an Environmental Cleanup. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, if necessary, to remove or other remediation of any Hazardous Substance affecting the Property is any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is affected the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or Substances, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely includes but not limited to, any spilling, leaking, discharging, release or threat of release of any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Condition or Violation, or (a) any investigation, claim, demand, lawsuit or Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

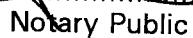
Borrower shall not permit the presence, use, disposal, storage, or release of any Hazardous Substances, or treat them to release any Hazardous Substances, or (c) which, due to the presence, use, or release of a Hazardous Substance creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are not applicable to the presence, use, or storage on the property of normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

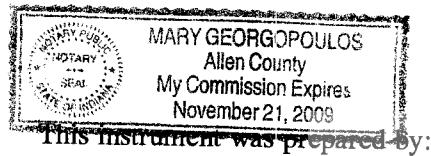
— [Space Below This Line For Acknowledgment] —

STATE OF INDIANA LAKE County ss:
Before me, Mary Georgopoulos, a Notary Public this 2ND.....
day of JUNE, 2005, , JOSEPH G. GALL; DEBORAH J. GALL, HUSBAND AND WIFE, AS JOINT.....
TENANTS..... acknowledged the execution of the annexed mortgage.

WITNESS my hand and official seal:

My commission expires: 11-21-09

 Notary Public



This instrument was prepared by:

FIRST NATIONAL BANK OF GRANT PARK

MARY GEORGOPOULOS Type or Print Name
Allen County, Indiana

Resident of

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the Lake County Recorder!

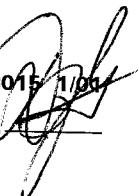
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INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form MD-1-IN 8/17/2000

(page 11 of 11 pages)

Form 3015 1/00



PAYMENT RIDER

THIS PAYMENT RIDER is made this 2ND..... day of JUNE, 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 Note to ...FIRST NATIONAL BANK OF GRANT PARK, 119 N MAIN ST., GRANT PARK, IL, 60940.....

..... the same date and covering the property described in the Security Instrument and located at: 10545 SCHNEIDER PLACE, ST. JOHN, IN 46373.....

[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. PERIODIC PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for periodic payments of principal and interest as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled:

I will make payments of \$..... each on the of each

..... beginning on
 I will make payments as follows:

59 MONTHLY PAYMENTS OF \$768.61 BEGINNING 07-02-2005.

In addition to the payments described above, I will pay a "Balloon Payment" of \$ 110,781.82..... on 06-02-2010..... The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My periodic payments will be applied to interest before Principal. If, on 06-02-2010..... I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at 119 N MAIN ST., GRANT PARK, IL 60940.....

..... or at a different place if required by the Note Holder.

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)

Bankers Systems, Inc., St. Cloud, MN Form MPFR-PR 6/15/2004

ref: MPFR-MN

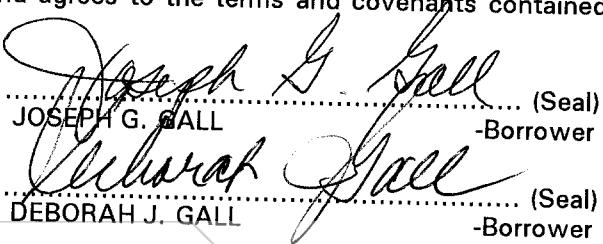
(page 1 of 2 pages)



B. FUNDS FOR TAXES AND INSURANCE

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

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


..... (Seal)
JOSEPH G. GALL
-Borrower

..... (Seal)
DEBORAH J. GALL
-Borrower

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STOP

Bankers Systems, Inc., St. Cloud, MN Form MPFR-PR 6/15/2004

(page 2 of 2 pages)



NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 2ND day of JUNE, 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 Note to FIRST NATIONAL BANK OF GRANT PARK, 119 N MAIN ST, GRANT PARK, IL 60940

(the "Lender") of the same date, and covering the Property described in the Security Instrument and located at: 10545 SCHNEIDER PLACE, ST. JOHN, IN 46373

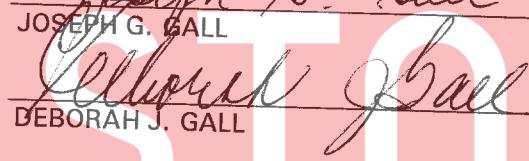
[Property Address]

In modification of and notwithstanding the provisions of Section 6 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal residence.

**Document is
NOT OFFICIAL!**

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

 JOSEPH G. GALL

 DEBORAH J. GALL

(SEAL)
Borrower

(SEAL)
Borrower

(page 1 of 1)

Bankers Systems, Inc., St. Cloud, MN Form NOO-R 6/16/2004

