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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 022124

2008 MAR 28 AM 9:28

MICHAEL A. BROWN  
RECORDER

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## MORTGAGE

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **March 17, 2008**, together with all Riders to this document.
- (B) "Borrower" is **ALAN J PAHL AND RODRICK PAHL, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Peoples Bank SB**

Lender is a **Corporation**  
the laws of

organized and existing under  
. Lender's address is

**State of Indiana**  
9204 Columbia Avenue, Munster, IN 46321

- . Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated **March 17, 2008**. The Note states that Borrower owes Lender **Three Hundred Forty Six Thousand Two Hundred Dollars And No Cents Dollars (U.S. \$ 346,200.00)**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2038**.
- (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]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |

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

ITEM 1879L1 (0605)

(Page 1 of 11 pages)

Form 3015 1/01

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage, grant and convey the Property as mentioned above, except for encumbrances of record. Borrower

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurteñances, 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 "Property."

which currently has the address of **19950 AUSTIN STREET**, **LOWELL**, **Michigan** **46356** (**"Property Address"**):  
[Street], **[City]** **[Zip Code]**

OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA  
LOT 5 IN WESTERHOFF ACRES 1ST ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 78 PAGE 94, IN THE  
County of LAKE [Name of Recording Jurisdiction]  
[Type of Recording Jurisdiction]  
described property located in the  
this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following  
the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of  
TRANSFERS OF RIGHTS IN THE PROPERTY  
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 party has  
related mortgage loan" under RESPA.  
restrictions that are imposed in regard to a "federally related mortgage loan", even if the Loan does not qualify as a "federally  
regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all regulations and  
Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or  
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation,  
(iii) any amounts under Section 3 of this Security Instrument.  
(M) "Mortgage Insurance" means insurance protection against nonpayment of, or default on, the Loan.  
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus  
(iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.  
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party  
(other than insurance) paid under the coverages described in Section 5 for: (i) damage to, or destruction of, the  
Property; (ii) condemnation or other taking of all or any part of the Property; (iii) convenience in lieu of condemnation; or  
(K) "Escrow Items" means those items that are described in Section 3.

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warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

INDIANA—Single Family—Family MacFreddie MacUNIFORM INSTRUMENT

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 of coverage.

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 sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for Loan zone determination and time remapping services; or (b) a one-time charge for flood zone determination and certification services each time remapping 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 any Borrower.

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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which can attach over this Security Instrument, assessments 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.

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

make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Borrower shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to accredit RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Lender is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds given to Borrower, without charging, an annual accounting of the Funds as required by RESPA.

If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender earings or Aplicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest writing or Aplicable Law permits Lender to make such a charge. Unless an agreement is made in Borrower interest on the Funds and Aplicable Law permits Lender to make such a charge. Unless Lender pays molading and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays apply the Funds to pay the Escrow Items to pay the same specified under RESPA, Lender shall not charge Borrower to

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the same 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 future Escrow Items or otherwise in accordance with Applicable Law.

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 all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay all Escrow Items at such amounts, that are then required under this Section 3.

Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

any other terms of the loan. Such agreements will not increase the amount borrowed, will owe for, more than one, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or as a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliation of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payoffs for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage ceases to be available from the Lender, the Lender shall provide that previously provided such insurance and Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage selected by Lender. If subsisting substantially equivalently, the Lender shall continue to pay to Lender the amount of the separately designed payments that were due when the insurance coverage ceased to be in effect. Lender will accept the amount of the separately designed payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be entitled to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require losses reserves if Lender becomes eligible to receive premiums for the period that Lender is provided by an insurer selected by Lender to pay Borrower any interest or earnings on such losses reserves. Lender shall no longer require losses reserves if Lender receives premiums toward the premium rates for Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's obligation for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or termination of the rate of interest at the rate of interest specified by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate of interest specified by Applicable Law.

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower occupies fee title to the property, the lessor shall not merge unless Lender agrees to the merger in writing.

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower provided in the Note.

10. Mortgage Insurance. If Lender requires insurance as a condition of making the Loan, Borrower shall

Interest, upon notice from Lender to Borrower requesting payment.

mention with the Loan. Material representations include, but are not limited to, representations concerning Bottower's

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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

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

If all or any part of the Property or any interest in the Property is sold or transferred without Lender's prior written consent, Lender may require and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require transfer of title by Borrower at a future date to a purchaser.

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transferred any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests "Property" means any interest in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transferred in the Note Section 18, "Interest in the

18. **Transferee of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the

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

word, "may" gives sole discretion without any obligation to take any action.

As used in this Security Instrument: (a) words in the singular mean and include the plural and vice versa; and (c) the words or words of the feminine gender; (b) words of the masculine gender shall mean and include corresponding neuter conflicting provision.

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

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by Applicable Law

Applicable Law requiring repayment under this Security Instrument.

or by mail to Lender. If any notice required by this Security Instrument is also required under Applicable Law, the notice received by Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until

Borrower has received a substitute notice by another address by deliverying it to Borrower's address unless Lender has designated another address by giving it

designed notice address under this Security Instrument at any one time. Any notice to Lender may be given by deliverying it to

addresses, then Borrower shall only report a change of address to Lender specifying Borrower's change of

promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of

property Address unless Borrower has designated a substitute notice by notice to Lender. Borrower shall

be the Property Address unless Applicable Law expressly requires otherwise. The notice address shall

Borrower shall constitute notice to all Borrowers unless Applicable Law requires otherwise. Notice to any one

mailed by first class mail or when actually delivered to Borrower in connection with this Security Instrument shall

Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

wavier of any right of action Borrower might have arising out of such overcharge.

Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Securities' acceptance of any such refund made by direct payment to Borrower will constitute a

provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will

reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is

reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the

from Borrower which exceeds permitted limits will be refunded to Borrower. Lender may choose to make this refund by

charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected

other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or

Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Securities' specific fee to Borrower shall not be construed as a prohibition on the charging of such fee.

to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited

unless Lender agrees to charge a specific fee to Borrower shall not be released in writing. The coverings and agreements of this Security Instrument shall bind (except as

provided in Section 20) and benefit the successors and assigns of Lender.

Securities' interest in the Property and rights under this Security Instrument shall be released in writing. The coverings and agreements of this Security Instrument shall bind (except as

this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

subject to the provisions of Section 18, any Successor in interest of Borrower who assumes Borrower's obligations under

co-signer's consent.

modifying, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the

the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend,

co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay

but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the

Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that

immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

ALAN J PAHL

RODRICK PAHL

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

**NOT OFFICIAL!**

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER.

**the Lake County Recorder!**

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

for services rendered and the charging of the fee is permitted under Applicable Law.

Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party

Instrument. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Section 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this

sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by

cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all

the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not

further information Borrower to the right to remit after acceleration and the right to assert in the foreclosure proceeding

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless

22. **Acceleration; Remedies.** Lender shall give further notice to Borrower prior to acceleration following Borrower's

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

Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Clean-up.

affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance

or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any

leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use

Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling,

any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by

State of Indiana

SS:

County of Lake

Before me, Thomas G. Schiller  
March, 2008

(a Notary Public) this 17th day of

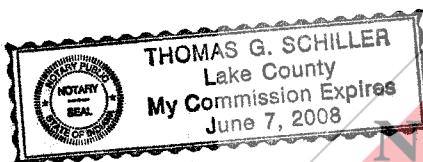
ALAN J PAHL and RODRICK PAHL

(name[s] of signer[s])

acknowledged the execution of the annexed mortgage.

  
Thomas G. Schiller

Notary Public



My commission expires: 6/7/08  
County of residence: Lake

Document  
NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

This instrument was prepared by: CECELIA SZEPLAKAY  
MORTGAGE LOAN PROCESSOR [Name]

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law  
CECELIA SZEPLAKAY [Name]

After Recording Return To: Peoples Bank SB  
9204 Columbia Avenue  
Munster, IN 46321



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

ITEM 1879L11 (0605)

(Page 11 of 11 pages)

Form 3015 1/01

GreatDocs™

To Order Call: 1-800-968-5775

# 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  are applicable only if the  is marked, e.g.*

This Adjustable Rate Rider is made this **17th** day of **March, 2008**, 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:

**19950 AUSTIN STREET, LOWELL, IN 46356**

[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 **5.750 %**. The Note provides for changes in the interest rate and the scheduled payments.

**4. INTEREST RATE AND SCHEDULED PAYMENT CHANGES**

**(A) Change Dates**

Each date on which my interest rate could change is called a "Change Date."

*(You must check one box and fill in the appropriate information)*

The Note interest rate may change on the first day of the month beginning on **April 1, 2013** and on the first day of the month every **12** months thereafter.

The Note interest rate may change on the \_\_\_\_\_ day of the month beginning on \_\_\_\_\_ months thereafter.

The Note interest rate may change \_\_\_\_\_



**ADJUSTABLE RATE RIDER**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment before the effective date of any change. The notice will include information

**(F) Notice of Changes**

My scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of

My new interest rate will become effective on each Change Date. I will pay the amount of my new

**(E) Effective Date of Changes**

My interest rate will never be greater than 10.750 % or less than 4.750 %.

My interest rate will never be greater than %.

(You must check one box and fill in the appropriate limit(s))

The interest rate I am required to pay at the first Change Date will not be greater than 7.750 % or less than 4.750 %. Thereafter, my interest rate will never increase or decrease on any single Change

Date by more than Two

or less than 2.000 % from the rate of interest I have been paying for the preceding period.

**(D) Limits on Interest Rate Changes**

new interest rate in substantially equal payments. The result of this calculation will be the new amount of my

repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to

subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the

next Change Date.

of one percentage point (%).

one-eighth of one percentage point (0.125%).

(You must check one box and fill in any appropriate rounding value)

Three and One Quarter

percentage points (

3.250 %)

to the Current Index. The Note Holder will then round the result of this

addition to the nearest

Before each Change Date, the Note Holder will calculate my new interest rate by adding

**(C) Calculation of Changes**

If the Index is no longer available, the Note Holder will give me notice of this choice.

If the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Change Date is called the "Current Index".

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



MATURITY OF ONE YEAR AS MADE AVAILABLE BY THE FEDERAL RESERVE BOARD.

WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT

Index is:

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The

**(B) The Index**

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.

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

**STOP**



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

ALAN J PAHL  
RODRICK PAHL  
Dale M. Pahl  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages  
I through 4 of this Adjustable Rate Rider.