

UNOFFICIAL COPY

97224721

BA90775

(Space Above This Line For Recording Data)

MORTGAGE

4550
4200 P

THIS MORTGAGE ("Security Instrument") is given on March 24, 1997
DAVID C. CONBILL and M/II B. CONBILL

The mortgagor is

HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to Pinnacle Bank
636 PLEASANT STREET
ST. JOSEPH, MI. 49085

DEPT-01 RECORDING	\$45.50
T#0014 TRAN 1622 04/01/97 13:32:00	
#3443 + JWB # -97-224721	
COOK COUNTY RECORDER	
DEPT-10 FENALTY	\$42.00



which is organized and existing under the laws of MICHIGAN
address is 636 PLEASANT ST., ST. JOSEPH, MI. 49085

and whose

Three Hundred Ten Thousand Five Hundred Fifty and
No/100

Dollars (U.S. \$ 310,550.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on March 27, 2020

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect
the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this

4212309 10/15/97

97224721

INDIANA Single Family-FINRA/FILMC UNIFORM
INSTRUMENT Form 2015 9/99
Amended 5/01

49(10) (907).01

VERF MORTGAGE FORMS - (800)521-7221

Page 1 of 7

ISBN: 0-84600-000-0

24/600



15-36-108-015

payments at Lender's sole discretion. Lender may require the Borrower to make up the deficiency in no more than twelve monthly payments...

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is less than the amount permitted to be held by applicable law, Lender shall make up the deficiency in no more than twelve monthly payments...

The Funds shall be held in an institution whose deposits are insured by a federal agency, or only (including with applicable law) in an institution whose deposits are insured by a federal agency, or only (including with applicable law) in an institution whose deposits are insured by a federal agency...

Lender may, at any time, collect and hold Funds in an amount not to exceed the amount of the principal of the loan, plus interest, in accordance with the terms of the loan agreement...

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note, and any prepayment and late charges due under the Note...

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: THIS SECURITY INSTRUMENT. Borrower covenants to execute a valid security instrument covering real property...

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security Instrument...

which has the address of 1822 POPLAR LANE, WINSTON, IN 46221 and 62 Woodside Road, Riverside, IL 60546

(SEE ATTACHED)

Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in LAKE and Cook County, Illinois

UNOFFICIAL COPY

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards insured within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold,

97224721

12. Lender and Borrower: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument...

11. Borrower Not Released; Release by Lender Not a Waiver. Extension of the time for payment or modification of the terms of the Security Instrument granted by Lender to any successor in interest of Borrower shall not constitute a release of the terms of the Security Instrument. Release by Lender to Borrower or any successor in interest of Borrower shall not constitute a release of the terms of the Security Instrument...

10. Conditionality. The proceeds of any sale or other taking of any part of the Property, or for conveyance, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the amount secured by this Security Instrument, whether or not then due, with any excess paid to Borrower...

9. Inspection. Lender or its agent may, with reasonable notice upon and inspection of the Property. Lender shall give with any written agreement between Borrower and Lender or applicable law. Lender shall give Borrower notice at the time of or prior to an inspection or a special inspection...

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage requested by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage...

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property...

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee...

UNOFFICIAL COPY

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

5/12/2001

UNOFFICIAL COPY

FORM 2015 008

SEAL OF COOK COUNTY

Property of Cook County Clerk's Office

15713265

UNOFFICIAL COPY

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Partial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed (which) 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

97.1.1.27.1.6

UNOFFICIAL COPY

Form 2015 2008
Date: 12/1/07

Page 2 of 2

Page 2 of 2

Property of Cook County

<input type="checkbox"/>	VA Rider	<input type="checkbox"/>	Other(s) (specify)
<input type="checkbox"/>	Ballroom Rider	<input type="checkbox"/>	Rate Improvement Rider
<input type="checkbox"/>	Continental Payment Rider	<input type="checkbox"/>	Planned Unit Development Rider
<input type="checkbox"/>	Apartment Rate Rider	<input type="checkbox"/>	Condominium Rider
<input type="checkbox"/>		<input type="checkbox"/>	

[Check applicable box(es)]

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

21. Waiver of Violation and Agreement. Borrower waives all right of violation and agreement without charge to Borrower.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and all covenants, conditions, terms and conditions of this Security Instrument. Lender shall release this Security Instrument without charge to Borrower.

21. Accrual; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure will result in the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, including the right to exercise the power of sale of the Property. The notice shall further inform Borrower of the right to tender the security and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense. (Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may enforce this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in enforcing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of suit.)

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following sub-section: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

97224721

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)

-Borrower

David C. Cowgill (Seal)
DAVID C. COWGILL
303-62-8118
-Borrower

Gail B. Cowgill (Seal)
GAIL B. COWGILL
304-52-2358
-Borrower

_____ (Seal)
-Borrower

STATE OF INDIANA,

Lake

County in:

On this 24th day of March, 1997, before me, the undersigned, a Notary Public in and for said County, personally appeared David C. Cowgill and Gail B. Cowgill, Husband and Wife

, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: January 13, 1998
Resident of Lake County, IN

This instrument was prepared by: PAN KANDALEC

Janice L. Maddox
Notary Public

Janice L. Maddox

UNOFFICIAL COPY

Property of Cook County Clerk's Office

97224721

UNOFFICIAL COPY

LOT 213, WHITE OAKS ESTATES, BLOCK FOUR, AN ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 79, PAGE 56, IN LAKE COUNTY, INDIANA.

Lot 9 In Raynold's Resubdivision of Lots 818 and 819 in Block 9 in the Division of Riverside and of part of the South 237.6 feet of the Northwest quarter of Section 36, Township 39 North, Range 12, East of the Third Principal Meridian, lying West of Woodside Road, in Cook County, Illinois.

Property of Cook County Clerk's Office

97224721

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARTIAL RELEASE RIDER (TO SECURITY INSTRUMENT MORTGAGE)

This Partial Release Rider made the 24th day of March, 1997, is incorporated to and shall be deemed to amend and supplement Mortgage of the same date given by the undersigned (the "Borrower(s)") to secure Borrowers Note to Pinnacle Bank.

The Property includes two (2) parcels of property with common addresses of:

Parcel A: 1622 Poplar Lane, Munster, IN 46321

Parcel B: 62 Woodside Road, Riverside, IL 60546

In addition to the covenants, and agreements made in the Security Instrument, Borrower(s) and Lender further covenant and agree as follows:

- A. A partial release of Parcel B will be executed by the Lender upon Borrower(s) payment of the principal loan balance to an amount of \$145,000 or less.
- B. Upon receipt of the payment of the principal balance, Lender will recalculate Borrower(s) principal and interest payment based on the current Note paid down principal balance.
- C. All terms and agreements in the Note and Mortgage will remain in full force.

By signing below, Borrower(s) accept and agree to the terms and provisions contained in this Rider.



DAVID C. COWGILL



GAIL B. COWGILL

97224721

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY
BI-WEEKLY PAYMENT RIDER
(For Security Instrument)

This BI-WEEKLY PAYMENT RIDER is made this 24th day of March 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") to secure Borrower's Promissory Note (the "Note") to PINNACLE BANK (the "Lender") and covering the property described in the Security Instrument and located at:

1822 POPLAR LANE, MUNSTER, IN 46321

and 62 Woodside Road, Riverside, IL 60546

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

1. FUNDS FOR TAXES AND INSURANCE.

Uniform Covenant 2 of the Security Agreement is amended to read as follows:

Funds for Taxes and Insurance. Subject to the applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-fourth of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. Whenever a third bi-weekly payment is made during one month, the third payment will be spread as follows: any accrued interest will be collected and the remainder of the payment will be applied to principal. There will be no payment to the escrow funds.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds are pledged as additional security for the sums secured by their Security Instrument. Periodically an escrow analysis is performed by the Lender. If the amount of the Funds held by Lender, together with the future bi-weekly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the Borrower shall have the option to have the excess Funds either repaid to Borrower or credited to Borrower on bi-weekly payment of Funds. This option is only available whenever the Lender performs their periodic analysis of the escrow account. If the amount of Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

97221721

A) Time and Place of Payments.

Borrower will pay principal and interest by making payments every two (2) weeks (Bi-Weekly).

1977

Borrower will make bi-weekly payments beginning April 11, 1977

Borrower will make these payments every two (2) weeks until Borrower has paid all of the principal

and interest and any other charges described below that Borrower may owe under the Note in addition

to those charges incurred under the Mortgage. Borrower's bi-weekly payments will be applied to

interest before principal. If on March 27, 2028

Borrower still owes amounts under the Note,

Borrower will pay these amounts in full on the date, which is called the "maturity date".

Borrower will make Borrower's bi-weekly payments at 6400 Louisiana, Box 11110, Metairie, Louisiana 70006 or a different place if required by the holder of the Note. Borrower authorizes Lender

to deduct each bi-weekly payment from Borrower's checking and/or savings account or accounts

maintained with Lender on the payment due date, or as frequently thereafter as is required to bring

Borrower's payments current. Lender may, at its discretion but is not required, take partial payments

of interest and principal.

B) Amount of Bi-Weekly Payments.

1,112.41

Borrower's bi-weekly payment will be in the amount of U.S. Dollars

3. BORROWER'S RIGHT TO REPAY

Borrower has the right to make payments of principal at any time before they are due. A payment

of principal is known as a "prepayment". When Borrower makes a prepayment, Borrower will tell

the holder of the Note in writing that Borrower is doing so. Borrower may make a full prepayment

or partial prepayments without paying any prepayment charge. The holder of the Note will

use all of Borrower's prepayments to reduce the amount of principal that Borrower owes under the

Note. If Borrower makes a partial prepayment, there will be no changes in the due date or in the

amount of Borrower's bi-weekly payment unless the holder of the Note agrees in writing to those

changes.

4. BORROWER'S FAILURE TO PAY AS REQUIRED.

A) Late Charge for Overdue Payments.

If the holder of the Note has not received the full amount of any bi-weekly payment by the

end of 15 calendar days after the date it is due, Borrower will pay a late charge to the holder of the

Note. The amount of the charge will be % of Borrower's overdue bi-weekly payment of principal

and interest. Borrower will pay this late charge promptly but only once on each

late payment.

B) Default.

If Borrower does not pay the full amount of Borrower's bi-weekly payment on the date it is

due, Borrower will be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

the Bi-Weekly Payment Note Rider.

DAVID C. CORNELL
Borrower
(Seal)

DAVID C. CORNELL
Borrower
(Seal)

Borrower
(Seal)

Property Cool.com

972472

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of March, 1997, 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 Pinnacle Bank

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

1822 POPLAR LAKE, MONSTER, IN 46321 and 62 Woodside Road, Riverside, IL 60546
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. AND THE MINIMUM RATE I MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.7500 %. The Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day August, 1998, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

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

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. 97224761

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.7500 % or less than 7.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.7500 % or LESS THAN 7.7500

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

202102246

Property of Cook County Clerk's Office

_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

BAIL B. CORNELL
 BAIL B. CORNELL

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
 Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower consents to be substituted as the obligor; 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 change a responsibility for 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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of that period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

EXERCISING BELOW. Borrower accepts and agrees to the terms and covenants contained in the Adjustable Rate Note.