97224721

B490775

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#### MORTGAGE

4550

THIS MORTGAGE ("Service Instrument") is given on March 24, 1997 BAVID C. CONSILL and EARLY B. CONSILL

. The morteneor is

ERRANG AND VIFE

("Borrower"). This Security Instrument is given to Pinascio Bank

838 PLEASANT STREET

ST. JOSEPH. NI. 49085

DEPT-01 RECORDING

\$45.50

T#0014 TRAN 1622 04/01/97 13:32:00 4343 t JW ×-97-224721

COOK COUNTY RECORDER

EPT-10 FEMALTY

\$42.00

which is organized and existing under the laws of MICHIGAN Michiga 330 PLEASANT ST., ST. JOSEPH, NS. 45547

and whose

("Lender"). Borrower owes Lender the principal sum of

Three Hundred Tes Thousand Five Hundred Fifty and

Dollars (U.S. \$ This debt is evidenced by Bostower's note dated the same date as this Security Instrument ("Note"), which provides for

310.550.00

monthly payments, with the full debt, if not paid earlier, due and payable on March 27, 2020

This Security Instrument secures to Leader: (a) the repayment of the dete evidenced by as Note, with interest, and all renewalt, extensions and modifications of the Note; (b) the payment of all other sums, with interest, invanced under paragraph 7 to protect the accuraty of this Security Instrument, and (c) the performance of Borrower's coverants and agreements under this

4212309 page 5C

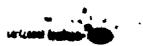
CLAMA-Single Family-FIMEA/FHLMC UNIFORM MISTRUMENT Form 2015 9/90

**(1007),01** 

YMP MORTGAGE FORMS - (800)521-7291

15-36-108-015

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and. The Penals are principal on additional security for all same secured by this Security Inc and accounting of the Planch, absoring credits and debits to the Funds and the propose for which carb debit to the Punds and Lander may agree in welsing, however, that instrum that he paid on the Fracts. Lander shall give to Bossoner, welsent change, an ties interes to be paid, Londer that not be required to pay Depower my interes or emings on the French. Bearsoner and Lander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is such or applicable law However, Leader may suquire Bozzower to pay a concinue charge for an independent and octub tax separaing survice used by lieses henr. usion Londor pays Bourown mercel on the Frank and applicable for pressin Londor to make and a charge. Leader may not charge Bourower for bolding and applying the Parist, security analyzing the commy account, or working the Lander, if Lender is mach on institution) or in any Pedent Home Loss Book. Lander shall apply had Back to pay dos thousa. with applicable have.

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principal of and interest on the debt evidenced by the 1403 and any preparated and late charges due under the Motor

L. Payment of Principal and Internet; flow transmit and Late Charges. Bossows: shall promptly pay when due is UNIFICIALA COVERANTS. Bossower E.d. Levier coverant and agust as follows:

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which has find the first bottom LAME, MINISTER, IN 46327

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and Gook County, Illinois

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County, India Security Instrument and the Note. For this purpose, Borrower does harsby montpage, grant and convey to Landor the fellow

Upon payment in full of all sams secured by this Socurity 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 sams 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, so principal due; and last, to any late charges due under the Note.
- 4. Charges; Lieus. 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 reats, 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 Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader 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 accured 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) security from the holder of the lien an agreement substancery 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 dr/s of the giving of notice.

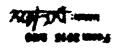
5. Hazard or Property Insulative. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lazards and add within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender sequires. The insurance carrier providing the ir surance 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 eccel fance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morgage clause. Lender shall have the right to hold the policies and renewals. If Lender (equives, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower of give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

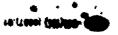
Unless Lender and Borrower otherwise agree is writing, insultine proceeds shall be applied to restoration or sepair of the Property damaged, if the restoration or repair is economically feasible of Lender's security is not lessened. If the restoration or sepair is not economically feasible or Lender's security would be lessened or insurance proceeds shall be applied to the sams 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 sente a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or trains the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the protect is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to a verpal shall not extend or postpone the doe 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 resolving from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Scottary Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extension 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 care 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 leasthold,



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princed the augment only amount has being on him and agreement and several. Any Bearowar who co-signs this Security Security Instrument shall bind and benefit the successors and amagns of Londor and Bossower, subject to the purvisions of is Successed and Amigne Second; John and Second Liability; Codgeny. The consessed and agreement of this

safet was the control of the control the name secured by this Security Instrument by resson of any demand made by the original Bosrows or Bosrows's seconsess in Commence proceedings agained any successor in instruct or refuse to extend time for payment or otherwise modely assessing of at heisingen set host Mahat. Manufair sit erconssers a'sonverself to zaverseld fasigies suit to villabilit sub sandlet est stat mentioning of the states secured by this Socarity Instrument granted by London to any successor in interest of Bemower shall not il. Berrower Met Meltered; Ferbenrance By Lender Not a Wairer. Extension of the time for payment or medification of

the due date of the monthly payments relected to in paragraphs 1 and 2 or change the amount of such payments.

Under and Demonst otherwise agree in writing, my application of proceeds to principal shall not extend or peoples

this Security Interneunt, whether or not fine due. herized to collect and apply the proceeds, at its option, cither to resexution or repair of the Project or to the nature secured by

M the Property is administed by Bostower, or is, after notice by Lender to Bostower the Case and send in given, Lender is a small a claim for desirance in given, Lender is able to small a claim to desirance in given, Lender is sectional by this Section's Instrument whether or not the name are free due.

and Laber wherein ages in writing or union applicable few otherwise provides, (a) proceeds shall be applied to the same Property immediately before the teking is fest than the amount of the name accured in the before the taking, unless Bassoner Any believes shall be paid to Rossower. In the creat of a partial taking of the Magrety in which the lair number value of the ment of the Property before the United, divided by (b) the fair marker when the Property immediately before the utiling. self he become have self (a) sectional griverals and (c) the processed multiplied of the bollowing fraction (a) are send amount of the determent immediately before the taking, union Bestrower and LAME adversive agree in writing, the same secured by this wher of the Property immediately before the tehing is again to digitary than the amount of the annu security this Security whether or not then thee, with any excess paid to Bostower. In the first of a partial taking of the Property in which the fair meature he dre event of a total saking of the Property, the process and be applied to the name secured by this Soccessy Instrument,

condensation or other taking of any part of the Property, o for conveyunce in ties of condensation, are hereby uniqued and shall M. Condennation. The proceeds of any in and or claim for denages, direct or consequential, in consection with any

Destroyer soulce at the bine of or prior to an imperior a specifying remonship cause for the imperior.

P. Impecifies. Leader or its agent adiply pract measures upon and impecious of the Property. Leader shall give

with any written agreement between Bottow is and Lender or applicable law. material managers in other consumers in other consumers and the consumers and it is assessed in accordance uges assuiment out ying blade sourcescell. Loninsdo ai lans chistiers and cook mings sol. [16] hoverage source as yet bedivent, beinger de required, at the epition of practice, if mortgage insurance coverage (in the amount and for the period that Londer sequires) Londor will accorpt, use and Annie personnic as a loss reserve in lieu of merspage immence. Loss sessive payment may no the yearly methods inspired premium boing paid by Bossoner when he insurance coverage begand or ceased to be in effect. equivalent marigage in a lace coverage is not available. Bostower shall pay to Lender each meads a sum equal to one-twellfa of to Bestoner of A.c. w. repays immunics previously in effect, from an abstract manages immor approved by Lendon. If substantially obtain controlled operation to the mortgage insurance previously in effect, at a cost substantial equivalent to the cost morbings includes correspe required by Lender lepact ex censes to be in effect, Berrowgr shall pay the premiums required to

bestreich grouer theil jer die prominen requirel to meintein die merspage insernee in oldeel. Il, for my souss, das & Suffrige Sommance. If Londor required mortgage materiace as a condition of making the long secured by this Socuring definition in the Note that and shall be payable, with interest, upon acaies from Lender to Bossower requesting payment. Interment. Union Remove and Lender agree to other terms of payment, these amounts shall bear interest from the date of

Any amounts disturbed by London under this prospect 7 shall become additional debt of Bersower secured by this Security **美雄性知识** Monthlys' fore and untering on the Property to make repairs. Abbough Lender ray take action under this paragraph 7, Lender that paying any some necessed by a lien which has priority over this Security Instrument, appearing in court, paying nescondule her somewar is ascessory to protect the value of the Property and Lendon's rights in the Property. Lendon's actions may inclu presseding in bunicapery, probuse, for condemnation or forfoings or to calcace have or regularized.), thus Landor may do and pay

die Security Instrument, of descript gebrooking dark many migraficently affect Leader's rights in des property 7. Protection of London's Physics in the Property. If Bostower fails to perform the covenues and agreements contained in

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Bossower shall comply with all the provinces of the bear. If Borrower acquires for title to the Property, the beardold and the tax

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 same 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. Notions. 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 Faw; 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 orallicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Bervower's Copy. Bo are yer shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said 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 accured 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 of a siled within which Borrower most pay all sums accured by this Security Instrument. If Borrower fails to pay these sums prior to one expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

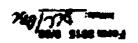
18. Berrower's Right to Reinstate. If Borrower meets cerum, conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstanement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) eatry of a judgment enforcing this Security Instrument. Those condition are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no accelerative 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, seasonable attorneys' free; and (d) takes such action as Lender may reactionly 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 second hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall will apply in the case of acceleration under paragraph 17.

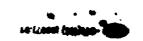
19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result to a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer surchaed to a sale of the Note. If there is a change of the Loan Servicer. Postower 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 my other information sequired by applicable law.

28. 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.

-6R(M) (9607).01

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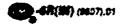
Property of Cook County Clerk's Office

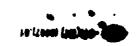
Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees 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 permisted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permisted limit; and (b) any sums already collected from Borrower which exceeded permisted 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.
- A. 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 back been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Low: 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 grovision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Berrower's Copy, Borrower stall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Levelula 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 Secretary 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 sams 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 Boxs wer 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 accured by this Security Instrument. If Borrower fails so pay these sums prior to the expansion of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Berrower's Right to Reinstate. If Borrower meets certain coordines, 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 the Borrower: (a) pays Leader all sums which then would be due under this Security Instrument and the Note as if no acceleration had covered; (b) cures any default of any other coverants 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 Leader may reasonably require a assure that the lien of this Security Instrument, Leader's rights in the Property and Borrower's obligation to pay the sums accuract by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation a careed hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the order of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial inserest 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 sorelated 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.
- 28. 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.





Environment Law and the following adorances: genoline, hercome, other flammaths or sexic possistens products, sexic As used in this paragraph 20, "Hazardous Substances" are those architects defined as toxic or humardous automatous by excessiny semedial actions in accordance with Environmental Law. removal or other remediation of any Herardous Substance affecting the Property is secondary, Bossower shall prompty take all

which Bostower has actual bacowledge. If Bostower learns, or is actified by any government or regulatory authority, that any government or regulatory agency or private party involving the Property and any Haussburn Substance or Enviscemental Law of Bestower shall promptly give Lender written notice of any invanigation, claim, denseal, hwynis or other action by any

the salety or environmental protection. or caller and boscod is gracers and receive activities of the small bas even facebol second was fearened ".OS dyrapment with nicides and herbicides, voluide solvents, meterials containing subcetes or formeldebyde, and radioactive meterials. As used in

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

solited all expenses incurred in a translict provided in this perspraph 3.1, including, but healted to, ot heliten of finds subsect, furthering of innocessed viscous the sectional factions become without to in the wolfer, Lender, at its of long, may require immediate payment in full of all name secured by this Security Instrument or any other defense at \$10 trever to acceleration and furnitaries. If the defend is not curve on or belong the dute specified Machab a to manular-ann adi yalkomeray eminaberat adi di franza at degle adi ban antieratema with bediader at degle adi ba Scendy Instrument, Appellates by jodicial precedute and sale (4 the Property. The notice shall further inform Burrows fallers to corrigir ) alter the destruction in the solids may result in accommunity of the source at the date, test into 160 and from the date the notice is given to Berrower, by which the dated must be correct; and (4) that agestrable for provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a other () designment in this Society Institution of wing the test prior to acceleration under perspect () under Absent a humanine; Emeralme Leader shell give soiler to Borrower prior to acceleration joint Survey's broads. AS

22. Beliebee. Upon payment of 25 rates secured by this Security Instrument, Lender shall release this Security Instrument remain statement feet and code (CVX) midmen.

An annier of Volumber and Appreliament L Fortows raviers all sight of volumber and appreliament. walkout charge to Bostower.

[(no) not starsings ton()] the covernment and agreements of this Scourity Instrument as if the right(s) were a part of this Socurity Instrument. Security Instrument, the coversate and agreements of each race right shall be incorporated into and shall arread and supplement Me with the Security Interment. If one or super places we executed by Borrows and recorded together wife this

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Adjustable Rate Ridor	L

Till Congill	(Scal)
BAVID C. COWSILL 5	-Borrower
GAIL B. CONGILLY 304-52-2358	-Borrower
	-Borrower
County as:	
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Form 2015 A/20

Property of Cook County Clerk's Office

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 Roasd, in Cook County, Illinois.

Property of Cook County Clerk's Office

A CANADA TO THE RESIDENCE OF THE PROPERTY OF T

97224721

Property of Cook County Clerk's Office

# 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 Lead a further covenant and agree as follows:

- A. A partial release of Parcel B will be executed by the Lender upon Borrower(s) paydown of the principal loan balance to an amount of \$145,000 or less.
- B. Upon receipt of the payda vn 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 202 Mortgage will remain in full force.

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

DAVID C. COWGILL

GAIL B. COWGILL

97224721

Property of Coot County Clert's Office

# U DIOVERKLY NO TE RIOER Y

(For Security Instrument)

This BI-WEEKLY PAYMENT RIDER is made this 24th day of Narch 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 LAME, MINISTER, IN 48321

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 TAXIS 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 not 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 escrew 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 of accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Londer is such an institution). Lender shall apply the Funds to pay the escrow items, unless Leader 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 approvable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earling 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 excess 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.

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A) Time and Place of Payments.

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

Borrower will make bi-weekly payments beginning tavil 11th

Borrower will make these payments every two(2) weeks until Borrower has paid all of the principal and instruct and any other charges described below that Borrower may owe under the Nortgage. Borrower's bi-weekly payments will be applied to insterest before principal. If onflores 27, 2828 Borrower atil owes amounts under the Note, Borrower atil owes amounts under the Note, Borrower atil owes amounts under the Note, Borrower atil owes amounts in full on the date, which is called the "materity date".

Borrower will make Borrower's bi-weekly payments at 8400 Louisians, Box 11110, Merrillville, Madiana 46411 or a different place if required by the holder of the Note. Borrower authorizes Lenderly to account or accounts to deduct each bi-weekly payment from Borrower's checking and/or savings account or accounts assistanced with Lender on the payment due date, or as frequently theresther as is required to bring managed with Lender on the payment of the parties payments. I and instruction but is not required, take parties payments of instructs and principal.

Borrower has the right to coke payments of principal at any time before they are due. A payment of principal is known as a "preperson". When Borrower makes a prepayment, Borrower will tall or partial prepayments without paying any prepayment clearge. The holder of the Note will need to reduce the amount of principal that Borrower ower makes when the Mote will be an elastical prepayments to reduce the amount of principal that Borrower ower maker the Note. If Borrower ower maker ander the Note. If Borrower maker a partial prepayment, there will be no changes in the due due or in the mount of Borrower maker a partial prepayment unless, the holder of the Note agrees in writing to those amount of Borrower's bi-weekly payment unless, the holder of the Note agrees in writing to those changes.

## DOMEN'S PAILABLE TO PAY AS REQUIRED.

A) Late Charge for Overdue Payments.

If the holder of the Note has not received the full known of any bi-weekly payment by the code of 18 calendar days after the date it is due, Bostower will pay a late charge will be 8 % of Bostower's overdue bi-weekly payment of principal and interest. Bostower will pay this late charge promptly but only once on each the charge will pay this late charge promptly but only once on each total payment.

B) Default.

H Borrower does not pay the full amount of Borrower's bi-weekly payment on the date it is norrower will be in delault.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in the Bi-Weekly Payment Note Rider.

MAIS C. COVEILL BOTTOWET (Seal)

And B. COVEILL Bottower

(Seal)

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ADJUSTABLE RALE (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of Narch ,and is incorporated into and shall he 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 Pinnacia Sank

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

1822 POPLAR LAME, MUNISTER, IN 48321 and 62 Woodside Road, Riverside, IL 60546

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 CONFINANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and wider further covenant and agree as follows:

#### A. INTEREST RATE AND MONTALY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.7589 %. The Note provides for changes in the interest rate and the monthly payment, as follows:

#### 4. INTEREST RATE AND MONTHLY FATMENT CHANGES

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

(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 securit 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 shore.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest cate by adding percentage points (2.7500 %) to the Current Index. The Two and Three-Feurths percentage points (2.7588 %) to the current Index. The Note Holder will then round the result of this addition to the nearest one-eightly of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded a want 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. be the new amount of my monthly payment.
(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 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 13.7589 %.

or LESS THAN 7.7588

(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.

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state addressibly, and at honizance assessment and the service for adjustment in this Adjustment and College Name and College

of this period, Lender may involve any remedies permissed by this Socarity Instrument without further notice or des If London convisions the option to require immediate payment in full, London shall give Bostowar soules 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 Bostowar man pays all names around by this Security Instrument. If Bostower fails to pay these same prior to the explusion Bostowar man pays a name accuract by this Security Instrument. If Bostower fails to pay these same prior to the explusion.

To the extent permitted by applicable law, Londer may charge a reasonable tee as a condition to Londer to the beam to the extent permitted to the transfers to sign an assumption. Londer may also require the transfers to sign an assumption appearant that is acceptable to Londer and the deligness the transfers and approximate made in the Note and in the Security Instrument and continue to be obligated under the Note and this Security Instrument unless Londer sciences Bossows in

the date of this Security Instrument. Leader also shall not conscise this option if; (a) Borrows causes to be referring to the information and the security instrument is ecceptable to Leader. In the comments of the control of the c Transfer of the Property or a Beneficial interest in Borrower. If all or my part of the Property or may instead in sold or transferred (or if a beneficial interest in Borrower is rold or transferred (or if a beneficial interest in Part or transferred for it may be in option, require immediate payment in full of all mass accused by without Lender's prior written consent, Lender many, at its option, require immediate payment in full or of the probabilist by defined has not the Socarity Interested, the options shall not be caused by Lender it in Borrower causes to be maniced in the Anna of the Carreiro Interested Inches also shall not be maniced in the cause of the cause of the carreiron in the carrier at the carrier and the carrier at the carrier a

Uniform Coverant 17 of the Security Instrument is amended to read as follows: