

*Calumet Ice Corp.
P.O. Box 208
Schenerville*

MODIFICATION OF
PROMISSORY NOTE AND REAL ESTATE MORTGAGE

2652304

THIS AGREEMENT, entered in this 24 day of November, 19 81.

by and between Frank E. Ensweller and Sarah Ensweller

hereinafter referred to as Prospective Purchaser, and BANK OF INDIANA, N.A.

hereinafter referred to as Mortgagee:

WHEREAS, WILLIAM H. FLANAGIN, JR. AND SHARON L. FLANAGIN

as Mortgagor did on the 2nd day of NOVEMBER, 19 72, execute a certain

Promissory Note in favor of Mortgagee for the principal sum of TEN THOUSAND

FIVE HUNDRED FIFTY AND NO/100-----(10,550.00)

together with interest at the rate of SEVEN AND THREE QUARTERS -----(7.750 %)

per annum on the unpaid balance thereof, and

WHEREAS, in order to secure payment of said Promissory Note, WILLIAM H. FLANAGIN, JR.

AND SHARON L. FLANAGIN did on the 2nd day of

NOVEMBER, 19 72, execute a certain Mortgage in favor of Mortgagee, said

Mortgage being recorded in the Office of the Recorder of LAKE

County, Indiana, on NOVEMBER 14, 19 72, in Mortgage Record XX,

Page XX, as Document No. 175929, securing the following described real estate:

Part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 22, Twp. 34 N., R. 9 W of the 2nd P.M. described as follows:
Commencing at a point that is 396' N and 340' E of the SW corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, thence S
parallel to the W line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, a distance of 120', thence E a distance of 120' to
the W line of a tract of land deeded to Peter J. Mendis and Helen Mendis, husband and wife by a
Warranty Deed recorded in Deed Record 955 page 547, thence N on the W line of said Mendis tract,
a distance of 120', thence W a distance of 120' to the point of beginning in Lake County, Indiana

WHEREAS, Prospective Purchaser desires to assume the unpaid principal balance of

said Promissory Note together with all the conditions, covenants, obligations and

agreements contained in said Promissory Note and Mortgage, and

WHEREAS, the parties hereto desire to change and modify certain terms of said

Promissory Note and Mortgage,

NOW, THEREFORE, in consideration of the mutual covenants contained here

is hereby mutually agreed by and between the parties hereto as follows:

1. The unpaid principal balance of said Promissory Note as of the date of

this instrument is SEVEN THOUSAND SEVEN HUNDRED TWELVE AND 58/100-----

-----(\$ 7,712.58);

2. Prospective Purchaser hereby agrees to assume the unpaid principal balance

so stated above and promises to pay said unpaid principal together with interest at

the rate of TWELVE AND THREE QUARTERS -----(12.750 %) per annum on

the unpaid principal balance until said indebtedness is paid in full, said principal

and interest to be paid in regular monthly installments of ONE HUNDRED EIGHT AND

57/100-----(\$ 108.57) commencing on the FIRST day of

DECEMBER, 19 81;

STATE OF INDIANA, S. NO
LAKE COUNTY
FILED FOR RECORD
DEC 2 11 24 AM '81
WILLIAM BIELESKI JR
RECORDER

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3. All other terms, conditions, covenants and obligations contained in said Promissory Note and Mortgage to remain the same as contained therein;

4. Mortgagee hereby accepts and approves the credit of Prospective Purchaser and agrees to permit Prospective Purchaser to assume and pay the unpaid principal balance in accordance with the terms of this Agreement together with all the conditions, covenants, obligations and agreements contained in said Promissory Note and Mortgage.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Frank E. Ensweiler
FRANK E. ENSWEILER

Sarah C. Ensweiler
SARAH ENSWEILER

BANK OF INDIANA, N.A.

John Caban
JOHN CABAN, VICE PRESIDENT

STATE OF INDIANA)
COUNTY OF LAKE) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared FRANK E. ENSWEILER AND SARAH ENSWEILER who, having been duly sworn, acknowledged the execution of the foregoing Modification of Promissory Note and Real Estate Mortgage as their free and voluntary act and deed, all for the uses and purposes in said Modification of Promissory Note and Real Estate Mortgage set forth.

WITNESS my hand and official seal this 24th day of NOVEMBER, 1981.

Thomas K. Hoffman
THOMAS K. HOFFMAN Notary Public
LAKE CO. INDIANA RESIDENT

My Commission Expires:
SEPTEMBER 7, 1985

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared JOHN CABAN, the VICE PRESIDENT and _____, the _____, respectively, of BANK OF INDIANA, N.A.

each of whom, having been duly sworn, acknowledged the execution of the foregoing Modification of Promissory Note and Real Estate Mortgage for and on behalf of said Association as its duly authorized officers and state that the representations contained therein are true.

WITNESS my hand and official seal this 27th day of _____

Meredith S. Johnson

My Commission Expires:
7-23-83

THIS INSTRUMENT prepared by Joseph E. Rurode, Vice President, Calumet Securities Corporation, Post Office Box 208, Schererville, Indiana 46375.