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Malvin Malvin + Leney  
5231 Whinnan Ave  
Hamd

Loan Modification Agreement

TICOR TITLE INSURANCE  
Crown Point, Indiana

1 2585-84

WHEREAS, CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION (hereinafter referred to as Lender) loaned Gene R. Mathews and Nancy Mathews, husband and wife (hereinafter referred to as Borrowers) the sum of Thirty-Five Thousand Nine Hundred Dollars (\$35,900.00) as evidenced by a Note dated November 28, 1978, which Note is secured by a Mortgage executed and delivered on November 28, 1978 and recorded on December 1, 1978 as Document No. 504880, which mortgaged property is legally described as follows:

Lot 17 in Morton Plaza to the City of Hammond, as per plat thereof, recorded in Plat Book 45 page 3, in the Office of of the Recorder of Lake County, Indiana

and which Note and Mortgage are hereby incorporated herein as part of this instrument;

WHEREAS, Borrowers defaulted in the payments due under the terms of said Note and Mortgage, and Lender obtained a Judgment in the amount of \$44,954.24 on August 2, 1984 and foreclosure of its mortgage in Cause No. 581-687 in the Lake Superior Court, Hammond, Indiana;

WHEREAS, Lender ordered a Sheriff's Sale for said real estate, and said sale is scheduled for November 30, 1984 on which date the Judgment including interest and attorney fees will be \$46,437.35;

WHEREAS, Borrowers wish to reinstate their said mortgage loan with Lender, and they are prepared to pay \$3,000.00 on the mortgage debt and to modify the terms of mortgage loan as hereinafter required by the Lender; and

WHEREAS, Lender is willing to recall the Sheriff's Sale scheduled for November 30, 1984, to set aside its Judgment against Borrowers and to reinstate its note and mortgage with modifications as hereinafter provided upon payment of the sum of \$3,000.00 on the mortgage debt;

NOW THEREFORE IT IS AGREED:

(1) That after the payment of \$3,000.00, the receipt of which is hereby acknowledged, the unpaid balance of said indebtedness on this date is Forty-Two Thousand Six Hundred Three and 82/100 Dollars (\$42,603.82) all of which Borrowers promise to pay with interest at the rate of 12 1/2% per annum in consecutive monthly installments of Four Hundred Sixty-Four and 53/100 Dollars (\$464.53) on the first day of each month beginning December 1, 1984, plus a sum estimated to be sufficient to discharge real estate taxes and insurance premiums, which sum may be adjusted as necessary; such monthly installments shall continue until December 1, 1988 at which time the remaining balance, if not sooner paid shall be due and payable in full.

(2) Borrowers shall pay to the Lender a late charge of Five Percent (5%) of any monthly principal and interest payment not received by the Lender within fifteen (15) days after the installment is due.

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
NOV 29 10 10 PM '84  
WILLIAMS  
WILLIAMS

11/29



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this 29th day of November, 1984, personally appeared Gene R. Mathews and Nancy Mathews, husband and wife, and each acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Thomas Guiden  
Thomas Guiden  
Notary Public

My Commission Expires: 11/17/88  
NOTARY PUBLIC STATE OF INDIANA  
LAKE CO.  
MY COMMISSION EXPIRES AUG 17, 1988  
ISSUED THRU INDIANA NOTARY ASSOC.  
County of Residence: Lake

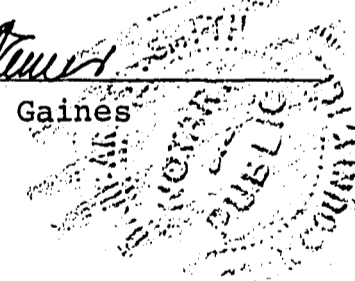
Subordination Agreement

As an inducement to cause Citizens Federal Savings and Loan Association (hereinafter referred to as the Lender) to enter the foregoing Loan Modification Agreement, Harriscorp Finance Corporation, Cook County, Illinois (hereinafter referred to as the Second Lender) does hereby agree that its following described mortgage will continue to be a junior and subordinate lien to Lender's first mortgage as modified after the execution and recording of the foregoing Loan Modification Agreement:

Mortgage for \$11,835.00 from Gene R. Mathews and Nancy Mathews, his wife, to Second Lender dated July 9, 1979 and recorded July 25, 1979 as Document No. 540682.

IN WITNESS WHEREOF, this Subordination Agreement is executed this 28th day of November, 1984.

HARRISCORP FINANCE CORPORATION

BY: M. B. Gaines  
M. B. Gaines  


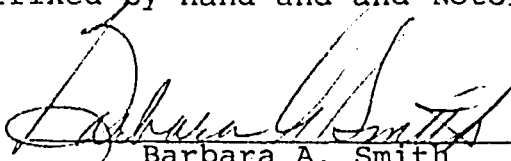
~~XXXXXX~~  
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Cook )

Before me, a Notary Public in and for said County and State on this 28th day of November, 1984, personally appeared M. B. Gaines ~~xxxx~~ Real Estate Manager ~~xxxx~~ of Harriscorp Finance Corporation and each acknowledged execution of the foregoing instrument for and

on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed by hand and and Notorial Seal.

  
Barbara A. Smith  
Notary Public

My Commission Expires:

6-7-85

County of Residence:

Cook

