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Loan Modification Agreement

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.

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- (3) Borrowers agree to obtain a Subordination Agreement from any other lien holder so that Lender will be assured that its Note and Mortgage as modified by this Agreement is a valid and subsisting first mortgage lien;
- (4) Borrowers agree that this Agreement will not be binding upon Lender until this Agreement is recorded after Lender has been assured by Ticor Title Insurance Company that its mortgage will be a valid and subsisting first mortgage lien.
- (5) In all other respects said Note and Mortgage shall remain full force and effect

In full force and effect.	
IN WITNESS WHEREOF the partie Modification Agreement this 29th	
	CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION
GENE R. MATHEWS	BY: Thomas F. PRISBY - Executive Vice President
Lami Mathans	Vice President ATTEST:
NANCYMATHEWS	James W. Prish
	JAMES W. PRISBY - 1997 Senior Vice President - Secretary
STATE OF INDIANA)) SS: COUNTY OF LAKE)	
on this 29th day of November, 1	ach acknowledged execution of the half of said corporation and by
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IN WITNESS WHEREOF, I have affixed by hand and Notarial Seal.

Thomas Guiden Notary Public

THOMAS GUIDEN My Commission Exprines STATE OF INDIANA LAME CO.
MY COMMISSION EXPIRES AUG 17,1983 ISBUED THRU INDIANA NOTARY ASSCC.

County of Residence: Lake

STATE OF INDIANA SS: COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, on this 2011 day of November, 1984, personally appeared Gene R. Mathèws 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.

Komow homas Guiden Notary Public

My Commission HUT STILL STATE OF THEIR STATE OF THE STATE OF THE STATE OF THE STATE OF THEIR STATE OF THEIR STATE OF THEIR STA LAKE CO.

MY CONHISSION 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.

28th day of November, 1984. HARRISCORP FINANCE CORPORATION MKKKKK.

IN WITNESS WHEREOF, this Subordination Agreement is executed

STATE OF ILLINOIS SS: COUNTY OF Crake

Before me a Notary Public in and for said County and State on day of November, 1984, personally appeared M. B. Gaines Harriscorp Finance Corporation personally known to me to be 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 Notorial Seal.

Barbara A. Sr Notary Public

My Commission Expires:

County of Residence:

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, Bank of Highland (hereinafter referred to as the Judgment Lienholder) does hereby agree that its following described Judgment 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:

Judgment for \$920.00 plus \$327.00 attorney fees against Gene R. Mathews and Nancy Mathews, his wife, in favor of Judgment Lienholder dated August 10, 1983 in Cause No. C83-1469 of the Lake Circuit Court and entered in Judgment Docket 65 page 228.

IN WITNESS WHEREOF, this Subordination Agreement is executed this 30th day of November, 1984.

BANK OF HIGHLAND

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		BY: Tred Diregenling
STATE OF INDIANA)) SS:)	
on this 30th day of Fred Tripersonally known to and each acknowledge	f November, iezenberg o me to be	lic in and for said County and State , 1984, personally appeared Vice President of Bank of Highland ion of the foregoing instrument for ation and by authority of its Board
IN WITNESS WH	EREOF, I ha	ave affixed my hand and Notarial Seal. Annue Linsley Motary Public
My Commission Expi:	res:	

THIS INSTRUMENT PREPARED BY: TIMOTHY P. GALVIN, JR.

County of Residence:

Lake