

809800

MODIFICATION AGREEMENT

Peoples Fed
Hnd
124100-85-1

TICOR LIFE INSURANCE
Crown Point, Indiana

This Agreement made this 31st day of May 1985, by Peoples Federal Savings and Loan Association of Hammond, Indiana, a United States Corporation, party of the first part, hereinafter called Mortgagee and Ray Szarmach, party of the second part hereinafter called Mortgagor.

The parties hereto mutually stipulate as follows:

1. Mortgagor is indebted to Mortgagee under a certain promissory note (Loan #7290-3) dated March 15, 1982, in the principal amount of Thirty-Eight Thousand Three Hundred Dollars and no cents (\$38,300.00), said note being secured by a mortgage dated even therewith and recorded on March 24, 1982, as Document No. 663080 and re-recorded on March 30, 1982 as Document No. 663711 in the Office of the Recorder of Lake County, Indiana.

2. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said real property.

3. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by Mortgagee and further upon the express understanding that breach of either condition shall void this Agreement, the parties hereby agree to the following terms:

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RECORDED
CLAY
STATE OF INDIANA
COUNTY OF LAKE

a. That the above stated note and mortgage shall remain in full force and effect in all respects except as modified herein. The covenants of said note and mortgage are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of Thirty-Seven Thousand Eight Hundred Fourteen and 32/100 Dollars (\$37,814.32) on said mortgage which shall bear interest at a rate of Twelve and One-Quarter (12.25%) percent per annum from this date until May 31, 1988. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Four Hundred Fifty-Nine and 93/100 Dollars (\$459.93) beginning on the 1st day of June 1985 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness,

Handwritten initials and date: 6/1/85

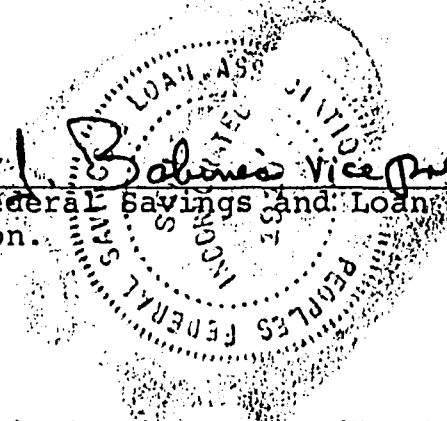
if not sooner paid, shall be due and payable on May 31, 1988.

c. In addition to the monthly principal and interest payment stated above, Mortgagor shall make a principal payment of One Thousand Dollars (\$1,000.00) beginning on July 1, 1985 and every six months thereafter up to and including January 1, 1988.

In Witness Whereof, the parties have set their hands and seals hereto.

Ray Szarnach
Mortgagor

BY: *John L. Bohner* Vice Pres.
Peoples Federal Savings and Loan
Association.



COUNTY OF LAKE)
STATE OF INDIANA) SS:

Before me, the undersigned, a Notary Public in the aforesaid County and state, on this 17th. day of June, 1985, personally appeared Ray Szarnach

and acknowledged the execution of the mortgage modification agreement dated this 31st day of May, 1985.

Witness my hand and official seal.

Deborah A. Hensley
Deborah A. Hensley
Notary Public

County of Residence:

Lake

My Commission Expires:

9/9/87

This Instrument Prepared By:

FRANK J. BOCHNOWSKI
Attorney at Law
1300 Sheffield Avenue
Dyer, IN 46311
(219) 322-2636

