

*Nena Theresa Plaza*  
3800 Prudential Plaza  
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812355

Loan No. 6-039-118

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 11th day of March, 1985, by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation (herein called "Mortgagee"); CARL A. and DOLORES V. HAJEC (herein called "Borrower"); and TIMOTHY A. and SHIRLEY A. SHUMAN (herein called "Purchaser"),

WITNESSETH:

WHEREAS, Borrower is indebted to Mortgagee under a certain note (herein called the "Note") dated January 6, 1976, in the principal amount of \$38,700.00, which Note is secured by a mortgage (herein called the "Mortgage") of even date therewith, which Mortgage was recorded January 16, 1976, in the Recorder's Office of Lake County, Indiana, Instrument No. 333731, covering the following described property:

Lot 160, Pine Island Ridge, Unit 3 as shown in Plat Book 45, Page 87, Lake County, Indiana (herein called "Mortgaged Premises");

and

WHEREAS, Purchaser purchased the Mortgaged Premises on October 11, 1984, subject to the Note and Mortgage, but did not assume personal liability therefor;

and

WHEREAS, the parties hereto agree that both the Note and Mortgage state in error that the principal balance is payable on January 15, 2001, that said error was inadvertent and not deliberate and that the correct date of maturity is January 15, 2006.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and upon the express conditions that the lien of the Mortgage held by Mortgagee is a valid, first and subsisting lien on said Mortgaged Premises and that the execution of this Agreement will not impair the lien of the Mortgage it is hereby agreed as follows:

1. The date of maturity of the Note and Mortgage is hereby changed from January 15, 2001 to January 15, 2006.
2. If any term, covenant, restriction or provision of this Agreement is determined to be void, invalid or unenforceable, the remainder of the terms, covenants, restrictions or provisions of this Agreement shall remain in full force and effect, and the provisions of the Note and Mortgage amended or modified by such void, invalid or unenforceable part hereof shall be reaffirmed and enforceable to the same extent as if this Agreement had not been executed.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
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RUDDOLPH CLAY  
RECORDER

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3. The parties mutually covenant and agree that, except as expressly modified herein, the Note and Mortgage shall remain in full force and effect, and all of the remaining terms and provisions of the Note and Mortgage are hereby ratified and confirmed.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

MORTGAGEE:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: *John A. Kellogg*  
Vice President

ATTEST:

*Diamond Mendonides*  
Assistant Secretary

BORROWER:

By: *Dolores V. Hajec*  
Dolores V. Hajec

ATTEST:

\_\_\_\_\_

By: *Carl A. Hajec*  
Carl A. Hajec

PURCHASER:

By: *Timothy A. Shuman*  
Timothy A. Shuman

Attest:

\_\_\_\_\_

By: *Shirley A. Shuman*  
Shirley A. Shuman

STATE OF ILLINOIS )  
                          )SS.:  
COUNTY OF COOK   )

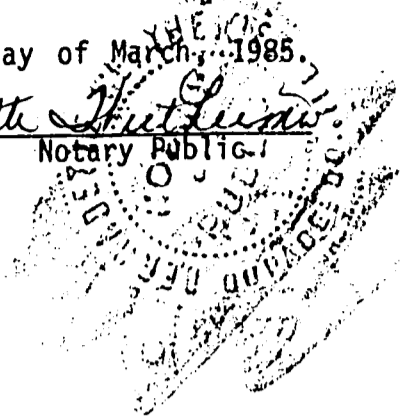
I, Bernadette Wertheimer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John A. Kellogg, personally known to me to be the Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, and Diamond Mendonides, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and

voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of March, 1985.

Bernadette Thutler  
Notary Public

My Commission Expires: 8/21/86

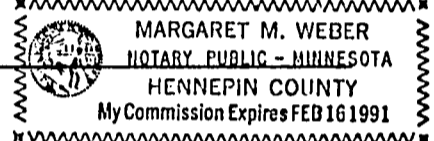


STATE OF MINNESOTA  
COUNTY OF HENNEPIN ) SS.:

On this 5th day of JULY, 1985, before me, a Notary Public in and for said County, personally appeared Dolores V. Hajec, to me known to be the person described in and who executed the foregoing Modification Agreement and acknowledged the execution thereof to be her free act and deed.

Given under my hand and official seal this 5th day of July, 1985.

Margaret M. Weber  
Notary Public

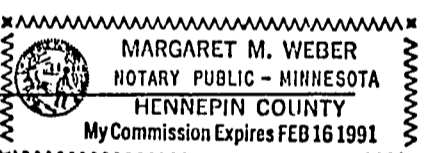
My Commission Expires: 

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS.:

On this 5th day of July, 1985, before me, a Notary Public in and for said County, personally appeared Carl A. Hajec, to me known to be the person described in and who executed the foregoing Modification Agreement and acknowledged the execution thereof to be his free act and deed.

Given under my hand and official seal this 5th day of July, 1985.

Margaret M. Weber  
Notary Public

My Commission Expires: 

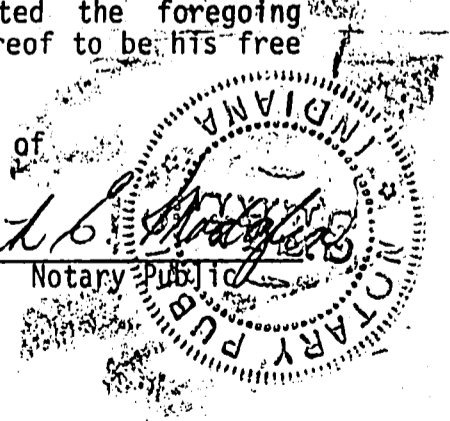
STATE OF Indiana )  
COUNTY OF Lake ) SS.:

On this 20th day of April, 1985, before me, a Notary Public in and for said County, personally appeared Timothy A. Shuman, to me known to be the person described in and who executed the foregoing Modification Agreement and acknowledged the execution thereof to be his free act and deed.

Given under my hand and official seal this 20th day of April, 1985.

Ruth B. Stratton  
Notary Public

My Commission Expires: June 16, 1987




STATE OF Indiana  
COUNTY OF Lake ) SS.:

On this 20th day of April, 1985, before me, a Notary Public in and for said County, personally appeared Shirley A. Shuman, to me known to be the person described in and who executed the foregoing Modification Agreement and acknowledged the execution thereof to be her free act and deed.

Given under my hand and official seal this 20th day of April, 1985.

Ruth B. Hodges  
Notary Public



My Commission Expires: June 16, 1987

This instrument prepared by Susan Gregory Barrera, The Prudential Insurance Company of America, 3800 Prudential Plaza, Chicago, Illinois 60601.