

854417

MODIFICATION AGREEMENT

This Agreement made this 1ST day of MAY, 1986 between Peoples Federal Savings and Loan Association of Hammond, Indiana (Hereinafter the Mortgagee) and Robert F. Catterton and Jeanette M. Catterton, husband and wife (hereinafter the Mortgagor).

Witnesseth:

1. The Mortgagors executed a certain promissory note dated 8/7/85 whereby the Mortgagors promised to pay the Mortgagee the sum of Thirty Six Thousand Dollars and no/100 (\$36,000.00) with interest at a yearly rate of Twelve and one half percent (12.50%).
2. The aforementioned note of the mortgagors is secured by a mortgage recorded August 15, 1985 as Document No. 815715 in the Recorder's Office of Lake County, Indiana upon the following described real estate:

The North 32 feet of Lot 20 and the South 15 feet of Lot 21 in Block 1 in Wilson Square Addition in the City of Hammond, as per plat thereof, recorded in Plat Book 29 page 21, in the Office of the Recorder of Lake County, Indiana. Commonly known as: 7140 McLaughlin Hammond, IN 46324

3. 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.
4. 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:

- 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 Five Thousand Five Hundred and Seventy Six Dollars and 85/100 (\$35,576.85) on said note and mortgage which shall bear interest at a rate of Nine and One Quarter percent (9.25%) per annum from May 1, 1986 until April 30, 1989. The interest rate may change on the 1st day of May, 1989 and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive monthly installments of Two Hundred and Ninety Three Dollars and 77/100 (\$293.77) subject to interest rate changes, beginning on the 1st day of June 1986 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness, if not sooner paid, shall be due and payable on September 30, 2015.
 - c. Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."
- If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give notice of this choice.
- d. Before each change Date, the Note Holder will calculate the new interest rate by adding Two and Three Quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal which you are expected to owe at the Change Date in full on the maturity date at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

- e. The new interest rate will become effective on each Change Date. You will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

TICOR TITLE INSURANCE
Crown Point, Indiana

RECORDED
MAY 19 1986
LAKE COUNTY, INDIANA

Handwritten initials and numbers: "y" and "650"

f. The Note Holder will deliver or mail to you a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also title and telephone number of a person who will answer any questions you may have regarding the notice.

g. The maximum yearly interest rate that will be charged is 14.50%.

h. The minimum yearly interest rate that will be charged is 8.25%.

i. Interest rate adjustments will not exceed 2.00% per change period.

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

Robert F. Catterton
Mortgagor Robert F. Catterton

Jeanette M. Catterton
Mortgagor Jeanette M. Catterton

Peoples Federal Savings & Loan Association
BY: Patricia J. Mrvan
Patricia J. Mrvan Assistant Secretary

COUNTY OF LAKE)
DALLAS) SS:
STATE OF INDIANA)
TEXAS

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 1st day of May, 1986 personally appeared Robert F. Catterton and Jeanette M. Catterton, husband and wife and acknowledged the execution of the modification agreement dated this 1 day of May, 1986.

Witness my hand and official seal.

Liz Cooper
Notary Public Liz Cooper

This Instrument Prepared By:

My commission expires 11/16/86

Frank J. Bochnowski
Attorney at Law
9204 Columbia Ave
Munster, IN 46321
(219) 836-9690

Resident of Dallas Texas

COUNTY OF LAKE)
SS:
STATE OF INDIANA)

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 1st day of May, 1986 personally appeared Patricia J. Mrvan and acknowledged the execution of the modification agreement dated this 1st day of May, 1986.

Witness my hand and official seal.

Vicki Jo Alkire
Vicki Jo Alkire Resident of Porter Co.
My commission expires 5-8-88

